Fairfax County Consolidated Community Funding Pool

FY 2027-2028

Funding Application Resource Manual

RFP # 2000004219

July 1, 2026 - June 30, 2028

Introduction

This Manual is designed to help agencies prepare proposals in response to the Fiscal Year 2027 through Fiscal Year 2028 Consolidated Community Funding Pool (CCFP) Request for Proposals (RFP).

First and foremost, the Manual is part of the RFP and will be part of any resulting contracts. Before applying for funding, agencies must review the Fairfax County General Conditions and Instructions to Bidders, the Special Provisions, as well as the state and federal laws and regulations referenced herein to ensure they can comply with these ***contractual obligations***. (Applicable state and federal laws and regulations can be found on the government websites listed in the Table of Contents, page 3.)

Secondly, the Manual includes information that will be helpful in the preparation of proposals. A careful reading of the FY2027-2028 Consolidated Community Funding Pool RFP funding categories is recommended as responding Community Based Organizations must decide which funding categories their program/project supports.

The Manual contains a glossary of terms, answers to frequently asked questions, and a listing of online resources with descriptive data about Fairfax County residents. It also includes Community Services Block Grant (CSBG) and Community Development Block Grant (CDBG) income limits and the Fairfax County Human Services Region map. Refer to the income limits and map when completing the Proposal Summary Sheet (Form 2).

Finally, the Manual contains Fairfax County policies that provide the framework for the Consolidated Community Funding Pool, including the link to the One-Year Action Plan and Fairfax County's vision, core purpose and desired results.

Consolidated Community Funding Pool
FY 2027-2028
Funding Application Resource Manual

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Public Law Websites

1. Community Services Block Grant United States Public Law 103.252
2. Commonwealth of Virginia Community Action Act
3. Community Development Block Grant Regulations Enter Community Development Block Grant in search field and then scroll to Title 24 CFR570
4. Housing and Community Development Act
5. Virginia Public Procurement Act, § 2.2-4343.1 Permitted contracts with certain religious organizations.
6. One Year Action Plan for FY 2026
7. Five Year Action Plan for FY 2022 - 2026

Websites with Descriptive Data on Fairfax County

1. A wide variety of Demographic and Economic information and maps
2. Economic and Demographic publications about Fairfax County, including census and land use data and special studies
3. Information on numerous Human Service programs and links to agencies
4. A number of reports and studies can be downloaded from the Human Services-General Reports page
5. Fairfax County Results for the Youth Surveys
6. Information on the four Human Services Regions
7. Information on the work of Coordinated Services Planning
8. Information on business and economic development in Fairfax County can be found on the Economic Development Authority site
9. Information on the Consolidated Community Funding Pool

Fiscal Years 2027-2028
Consolidated Community Funding Pool
SPECIAL PROVISIONS

Special Provisions

1 AUDITS:

1.1 The Contractor will provide an annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within 180 days after the end of the Contractor's fiscal year, unless the County has granted a written extension. In addition, the County may request other financial documents, including, but not limited to monthly balance sheet, payroll records, interim financial statements, etc. as part of a financial review of the contracted services. Non-receipt of an annual audit and/or other financial documents may affect funding disbursements and/or future County funding consideration.

1.2 Agree to participate in a program audit review as specified in the Contract and to complete any corrective actions required throughout the Contract period.

1.3 Identify all revenue sources for the proposed program/services (verification of in-kind, volunteer, foundations, fundraising, loans, grants and contracts).

1.4 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:

a. If the contract is terminated for any reason in accordance with the provisions of the contract documents in order to arrive at equitable termination costs;

b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;

c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract;

d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor, which may result in a charge against the County; and,

e. If at any time during the course of the contract there are indications that the financial solvency of the Contractor may affect its ability to complete the terms of the contract.

1.5 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

1.6 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of five (5) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

1.7 Fairfax County's right to audit and the preservation of records shall terminate at the end of five (5) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued and shall require the same clause to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

1.8 Should the Contractor fail to include these clauses in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County or its authorized representative from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

2 SECURITY OF RECORDS:

2.1 The Contractor shall provide a secure place with controlled access for storage of records. Only employees, volunteers or other individuals who must access client information in order to carry out duties assigned or approved by the Contractor shall be authorized access to the storage area.

2.2 Only authorized individuals may remove a record from the storage area and the authorizing individual shall be responsible for the security of the record until it is returned to the storage area.

2.3 The Contractor shall establish procedures to prevent accidental disclosure of client information from automated data processing systems.

3 INFORMATION PROTECTION:

3.1 The on-line web-based reporting and invoicing system is limited to authorized individuals for approved purposes only. User activities are subject to monitoring and entry into the system indicates an acknowledgement by the user of the Information Protection policies currently in practice, available upon request, for protecting the information resources of Fairfax County.

4 COUNTY OWNED OR LEASED PROPERTY:

4.1 Contractors providing Contract services in county owned or leased property will be required to sign a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this Contract.

5 CONTRACT OVERSIGHT:

5.1 The Contractor’s staff assigned to the program must be available for on-site monitoring visits as requested. County staff will conduct monitoring for compliance with the proposed budget and programmatic terms and conditions. Financial reviews will be conducted at least once during the Contract term.

The Contract analyst shall have access to:

a. The observation of service delivery as identified in the Contract scope of services;
b. Client records;
c. Activity records;
d. Program and client assessment data and outcome measurement system (including tools);
e. Personnel records, operational policies, insurance records, board minutes; and

f. Financial records, receipts, vouchers, books, fundraising plan, audits and management letters, tax reports and documents, and board of directors meeting agendas and minutes.

6 ACCESS TO AND INSPECTION OF WORK:

6.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to client and activity records and work being performed under County contract wherever it may be in progress or preparation.

7 CONTRACT INSURANCE PROVISIONS:

7.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

7.2 The Contractor must during the continuance of all work under the contract provide the following:

a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than $1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. In order to be excluded, the Contractor must execute a document, in writing and under penalty of perjury, that they are exempt from their States statutory requirements to provide Worker' Compensation coverage and stating that Contractor has the qualifications or coverage(s) required by the Labor Code in addition to waiving their rights under the Labor Code.

b. Commercial General Liability insurance in the amount of $1,000,000 per occurrence, $2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers, employees and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

c. Contractor agrees to maintain Professional Liability Insurance or Errors and Omissions Liability covering wrongful acts, errors and/or omissions in the amount of $1,000,000 per claim to cover each individual professional staff.

d. If the Contract provides any services to minors, the either the General Liability or the Professional Liability policy shall include an endorsement for Sexual/Physical Abuse and Molestation Coverage with limits at least equal to the minimum requirements of the said policy.

e. Owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

f. All mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

g. Cyber Insurance, in an amount not less than $5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

h. If the Contractor provides services under this agreement in County owned or leased property or uses County vehicles or equipment, then the Contractor shall execute a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this agreement which may impose additional insurance requirements to include but not limited to the property insurance on all equipment, to include County owned installed and maintained equipment and vehicles used by the Contractor while in their care, custody and control for use under this contract.

7.3 If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

7.4 Liability insurance may be arranged by a combination of primary and excess or umbrella policies.

7.5 Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

7.6 After a period of two-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.

7.7 The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.

7.8 The Contractor will ensure their insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by Contractor for the County. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

7.9 The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess".

7.10 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

7.11 The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

7.12 The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

7.13 Insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

7.14 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.

7.15 Precaution shall be exercised at all times for the protection of persons (including employees) and property.

7.16 The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

8 INDEMNIFICATION:

8.1. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

8.2. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph (Indemnification), however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

8.3. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.

8.4. **No Indemnification by the County . The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by**

reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

9 BONDING:

9.1 The Contractor for awards funded in whole or in part with Community Development Block Grant Funds (CDBG) **shall obtain a Fidelity Bond** covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this contract, within thirty (30) days after the contract award date. The Fidelity Bond shall be in an amount no less than one hundred percent (100%) of the contract amount**. The Contractor shall furnish the County proof of an adequate Fidelity Bond within thirty (30) days of the contract award date of this contract and prior to any disbursement of funds hereunder.**

9.2 If the Contractor, whether directly or through subcontractors, engages in any construction, rehabilitation or renovation type activities, utilizing funds provided through this contract, the current and specific bonding and compliance provisions required at that time will prevail.

10 POLITICAL ACTIVITY AND LOBBYING:

10.1 None of the contract performance by the County shall involve, and no portion of the funds received by the Contractor shall be used for, any political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

11 LEAD BASED PAINT:

11.1 The Contractor will assure compliance with the federal regulation in regard to lead based paint 24 CFR part 35, Lead Safe Housing Rule (24 CFR 35, subparts B-R). The Regulation ("Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," a final regulation published by HUD On September 15, 1999) establishes procedures for evaluating whether a hazard may be present, controlling or eliminating the hazard, and notifying occupants of what was found and what was done in such housing. The Regulation does not have any substantive effect on the lead-based paint disclosure rule, which was issued jointly by HUD and the U.S. Environmental Protection Agency in 1996.

12 PUBLIC RECOGNITION OF CONSOLIDATED COMMUNITY FUNDING POOL:

12.1 All published material, written records, news releases, public statements, stationery, brochures, signage or other medium disseminating information developed for the program that is described in the proposal must be originally developed material (unless otherwise specifically provided in the resulting contract) be dated and given credit to the Fairfax County Consolidated Community Fund Pool, the U.S. Department of Housing and Urban Development Community Development Block Grant, and/or Community Services Block Grant (as applicable) as having made the program/project possible. When material, not originally developed, is included in a report or publication, it shall have the source identified. This identification may be in the body of the publication, public statement, or report or included as a footnote. This provision is applicable when the written material is in a verbatim or extensive paraphrase format.

Fiscal Years 2027-2028
Consolidated Community Funding Pool
SPECIAL PROVISIONS

13 TRADE SECRETS/PROPRIETARY INFORMATION:

13.1 Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

13.2 Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

13.3 The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2 4342(F).

13.4 A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

14 SUBCONTRACTING:

14.1 If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity, https://sbsd.virginia.gov/, local chambers of commerce, and other business organizations.

15 ORDER OF PRECEDENCE:

15.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

16 PURCHASE ORDER:

16.1 An electronic purchase order will be issued to the Contractor on behalf of each County department ordering the items/services covered under the contract. Each issued purchase order will become an integral part of the contract. The purchase order indicates that sufficient funds have been obligated from each applicable source of funding as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

16.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

16.3 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

17 NEWS RELEASE BY VENDORS:

17.1 As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

18 PAYMENTS:

18.1 The County will issue advance payments upon completion of the request for payment form. Payments will be based on actual expenditures as allowed in the awarded program/project budget and upon completion, acceptance, and approval by the County of performed task. Programs awarded federal funds (i.e. CSBG and CDBG) are reimbursed monthly for activities performed.

18.2 Upon any rescission, revocation, termination or suspension of said contract, all unobligated funds will revert to Fairfax County as soon as possible but no later than 30 days from the date of such rescission, revocation, termination or suspension.

18.3 If the Purchasing Agent determines that payments have been made to the Contractor, the employees, assignees or sub-grantees for non-allowable expenses, or for work performed that is not in conformity with this contract or Commonwealth of Virginia Department of Social Services Regulations, the Purchasing Agent may withhold such amounts from the next advance made to the Contractor.

19 ELECTRONIC PAYMENT OPTION:

19.1 The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxCounty.gov.

20 DISBURSEMENT OF FUNDS:

20.1 If an advance made under the contract exceeds approved expenditures, the balance of the advance shall be withheld from subsequent disbursements, if any, or shall be refunded to the County by the Contractor. No installment shall be paid until the applicable fiscal statement and progress reports of the Contractor have been submitted. No subsequent advancements or payments shall be paid until the applicable fiscal and program/project reports of the Contractor have been received and accepted by the County. Any funds not disbursed by the County during the term of a resulting contract may, at the sole and absolute discretion of the County, be

disbursed following the expiration of the resulting contract for services provided or expenses incurred but not reimbursed during the term of the resulting contract.

20.2 Upon termination of the contract, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the County, the United States Department of Housing and Urban Development, the United States Department of Health and Human Services of the Commonwealth of Virginia Department of Social Services, the Contractor will refund such amount to the County within ten (10) working days after written notice to the Contractor specifying the amount disallowed. Refunds of disallowed costs may not be repaid from the funds or any other funds paid to the Contractor by or through the County.

21 EQUIPMENT AND PERSONAL PROPERTY:

21.1 Equipment is defined as an article of equipment equal to or in excess of $5,000 and having a useful life of more than one year. The subrecipient utilizing Community Services Block Grant (CSBG) funds shall keep written documentation of any acquisitions purchased and update the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the subrecipient during the period of performance of the agreement.

21.2 Use: Equipment and personal property shall be used by the Contractor in the program/project for which it was acquired as long as needed, whether or not the program/project continue(s) to be supported by the County except for that property purchased through Community Services Block Grant funds which must be returned to the County upon program/project termination unless otherwise approved by the Commonwealth of Virginia Office of Community Services.

21.3 Disposition: When no longer needed for the County contract, disposition of any equipment or personal property of any kind purchased with Community Development Block Grant funding shall be determined by the County consistent with provisions of 24 CFR 570.502 (see, http://edocket.access.gpo.gov/cfr_2009/aprqtr/pdf/24cfr570.502.pdf), AND 85.32 AND Circular A-110, except:

a. In all cases in which personal property is sold, the proceeds shall be program/project income

b. Personal property not needed by the Contractor for CCFP activities shall be transferred to the County or shall be retained after submitting compensation to the County for the program/project

c. Compensation for items of equipment or personal property retained or sold shall be an amount calculated by multiplying the current market value or proceeds from sale by the percentage of County funds provided on the original costs of equipment or personal property.

21.4 Management and Requirements: Procedures for managing equipment (including replacement equipment) and personal property, whether acquired in whole or in part with contract funds, until disposition takes place shall, as a minimum, meet the following requirements:

a. Written notification must be given to the County within seven (7) calendar days after delivery to the Contractor of equipment or personal property in order for the County to effect identification and recording for inventory purposes. Property records must be maintained that include a description of property, a serial number, or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of County funds in the cost of the property, the location, use and condition of property, and any ultimate disposition data including the date of disposal and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once a year.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Contractor and reported to the County.

d. Adequate maintenance procedures must be developed to keep the property in good condition.

e. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

f. Equipment and personal property must be used to meet one of the national objectives in 24 CFR 570.208 in perpetuity. The County or its designee may, at its discretion, amend the term of use.

22 PROGRAM/PROJECT INCOME:

22.1 Program/project income is defined by HUD in 24 CFR 570.500 Sub-part J - Grant Administration, as amended. Program/project income shall be recorded in accordance with 24 CFR 570.504(c), as amended.

22.2 The Contractor shall report to the County on a quarterly basis, all program/project income received or accrued during the preceding quarter and return all program/project income as provided in this section herein. If any program/project income is received, the Contractor may with prior approval of the County on a case-by-case basis, either (1) reduce the reimbursement of actual expenses by the amount of any income received or (2) return the income to the County for re-appropriation by the County to other eligible activities.

22.3 Records of the receipt and disposition of program/project income must be maintained by the Contractor in the same manner as required for the award and reported to the County in the format prescribed by the County.

22.4 The Contractor shall include this Section in its entirety in all its sub-contracts, which involve other income producing services or activities.

22.5 It is the Contractor's responsibility to obtain from the County prior determination as to whether or not income arising directly or indirectly from a resulting contract, or the performance thereof, constitutes program/project income. The Contractor is responsible to the County for repayment of any and all amounts determined by the County to be program/project income, unless otherwise

approved in writing by the County. The Contractor shall make no disbursements of program/project income unless approved by the County.

23 PERSONNEL POLICIES:

23.1 Personnel policies shall be established by the Contractor and shall be available for examination by the County.

23.2 The Contractor shall establish and maintain job descriptions indicating duties of personnel involved in the program/project, and shall be available for examination by the County, or any agent thereof. The Contractor shall not make any material changes to the personnel for the program/project that would materially adversely affect the program/project or the Contractor's obligations hereunder. Notwithstanding the foregoing, if for reasons outside the Contractor's control the personnel responsible for operating the program/project should change, the Contractor shall promptly notify the County, identifying the potential impact of such change and the action the Contractor intends to take. Thereafter, the Contractor, with the consent of the County, shall take such action as may be necessary to assure that the program/project shall continue to operate in a proper manner in accordance with all of the requirements herein.

24 CONTRACTOR BUSINESS DOCUMENTS:

24.1 The Contractor shall forward copies of non-profit status documents, Articles of Incorporation, by-laws, and current list of Board of Directors to the County simultaneous with or prior to the Contractor's execution of the contract, and in any event prior to disbursement of any funds hereunder. The Contractor affirms its tax status is as set forth in its Internal Revenue Service determination letter and will notify the County within fifteen (15) days of revocation or modification of exemption. Revocation or modification of the Contractor's exemption status may result in termination of the contract.

25 CRIMINAL BACKGROUND CHECKS:

25.1 The Contractors providing service to youth or other vulnerable populations must have Criminal Background Records checks through the State Police and Child Protective Services (CPS) for all employees and volunteers who are directly or indirectly providing services to clients in Fairfax County Public Schools and/or communities. If it is known that the employee or volunteer has moved from another state and has worked with youth or other vulnerable populations within one year prior to his or her employment or volunteering, this state must also be checked. Records check request forms are to have been submitted to the State Police and Child Protective Services by time of award and are to be completed within a 45-day time period.

26 HIPPA COMPLIANCE:

26.1 During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.

27 DRIVER'S LICENSE CHECKS:

27.1 Employees of Contractors transporting Fairfax County Public School students or other program clients must have a valid driver's license. The Contractor must conduct a driver's license background check for employees providing transportation to Fairfax County Public School students or other program clients prior to the occurrence of such transportation. The driver's license check must not show more than two moving violations or chargeable accidents within a three-year period neither of which may involve a D.W.I. or D.U.I.

28 CONDITIONS FOR RELIGIOUS ORGANIZATIONS:

28.1 In addition to, and not in substitution for, other provisions of the contract regarding the provision of public services with County funds, the Contractor agrees that, if applicable, in connection with such services to:

a. represent that it is, or may be deemed to be a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;

b. not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

c. not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

d. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services;

e. that the funds received under the resulting contract shall be used exclusively for the approved expenses in the contract budget.

28.2 The Contractor agrees, covenants, and represents that no funds under this contract shall be used to contract, rehabilitate, maintain or restore religious structures (including those which may be historic properties) currently used for religious purposes. Furthermore, no funds shall be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

29 REVERSION OF ASSETS:

29.1 Upon termination of the contract, the Contractor shall immediately transfer to the County any County-allocated funds on hand at the time of expiration and any accounts receivable attributable to the use of County, Community Services Block Grant and/or Community Development Block Grant.

30 CHANGES AND AMENDMENTS:

30.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

30.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

30.3 Any alterations, additions, or deletions to the terms of a resulting contract shall be by amendment in writing and executed by both parties.

30.4 Upon prior written approval of the County, the Contractor may make transfers between or among line items within budget categories of the resulting contract budget provided that:

a. Such request for the budget revision shall be in writing in a format prescribed by the County and shall precede any actual transfer or reallocation of funds.

b. The transfers will not increase the total monetary obligation of the County under the contract.

c. The transfers will not materially change the nature, intent, or scope of the program/project funded under the contract.

30.5 It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of the contract. Any such modifications are to be automatically incorporated into the contract without written amendment hereto and shall become a part of the contract on the effective date specified by the law or regulation.

30.6 The Contractor agrees to notify the County, in writing, of any proposed change in the physical location for work performed under the contract at least thirty (30) days calendar days in the advance of the change.

31 COUNTY OBLIGATIONS:

31.1 Limit of Liability: Notwithstanding any other provision of the contract, the total of all payments and other obligations made or incurred by the County hereunder shall not exceed the contract amount.

31.2 Measure of Liability: In consideration of full and satisfactory performance of services hereunder by the Contractor, the County shall make payments to the Contractor based on the budget delineated in the Memorandum of Negotiation, subject to the limitation and provisions set forth in the resulting contract.

a. It is expressly understood and agreed by the parties hereto that the County's obligations hereunder are contingent upon the actual receipt by the County of federal and state funds and County appropriation of funds to pay the permissible expenses provided herein.

b. It is expressly understood that the contract in no way obligates the other funds within the General Fund or any other monies or credits of the County of Fairfax.

c. The County shall not be liable for any cost or portion thereof which:

1. has been paid, reimbursed or is subject to payment or reimbursement from any other source,
2. was incurred prior to the contract award date,
3. is not in strict accordance with the terms of the contract including all exhibits attached hereto,
4. has not been billed to the County within thirty (30) calendar days after (1) the date the Contractor is initially billed therefore, or (2) the date the contract terminates,
5. are deemed unallowable, including:

    a. Costs defined as unallowable by Federal and State laws and regulations and within this RFP.
    b. Public relations and advertising costs unless specifically required by the contract.
    c. Bad debts
    d. Contingencies (a possible future event arising from presently known or unknown causes, the outcome of which is indeterminable at the present time)
    e. Contributions or donations
    f. Entertainment costs (amusements, social activities, tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
    g. Fines, penalties, and mis-charging costs (costs of fines and penalties resulting from violations of, or failure of the Contractor to comply with, Federal, State, or local laws and regulations)
    h. Idle facilities and idle capacity
    i. Interest on borrowing
    j. Lobbying and political activity costs
    k. Losses on other contracts

31.3 The County shall not be liable for any cost or portion thereof which is incurred with respect to any activity of the Contractor after the County has requested that the Contractor furnish data concerning such action prior to proceeding further, unless and until the Contractor is thereafter advised by the County to proceed.

31.4 The County shall not be obligated or liable under the contract to any party other than the Contractor for payment of any monies or for provision of any goods or services.

32 COMMUNITY SERVICES BLOCK GRANT (CSBG):

32.1 CSBG/TANF funds will be paid on a monthly reimbursement basis. These funds shall not be expended for:

a. Any expenses other than those necessarily incurred in the performance of the Agreement.

b. The cost of meals for employees or officials of the Subrecipient except when on travel status. This does not exclude the cost of food for meetings/events necessary to achieve customer outcomes.

c. Costs incurred before the effective date of the Agreement, unless incurred with the prior approval of the County.

d. The payment of any salary or compensation to a federal employee.

e. Payment of any consultant fee, or honorarium, to any officer or employee of the County or any State, municipality, or local agency for services normally paid for by such employee's regular salary, wage, and overtime compensation to such officers and employees consistent with the established personnel policies of the employing agency.

f. The payment of portions of any salary in excess of the proportion of actual time spent in carrying out the Agreement.

g. Services provided with federal CSBG funds and TANF funds to clients with incomes in excess of 200% of the HHS federal poverty guidelines.

h. Purchase of any vehicle without written approval by the County.

i. The purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, unless approved by the federal Secretary of Health and Human Services.

32.2 Offerors funded through the Community Services Block Grant (CSBG) will be classified by the County as either subrecipients or contractors using federal funds. Any offeror that is classified as a subrecipient must execute a Subaward Agreement with the County. Offerors funded with CSBG that are deemed contractors using federal funds must comply with Appendix [X]: Federal Terms and Conditions.

33 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):

33.1 The County's Plan for use of CDBG funding in FY 2027 is reported to HUD in the Five-Year Consolidated Plan for FY 2027-2031 (“Consolidated Plan). The County anticipates receiving CDBG funding for FY 2027 and FY 2028, for which planned uses will be reported to HUD in future One-Year Action Plans.

Contractors funded through CDBG will be subject to the Federal Terms and Conditions and the following provisions:

a. Funds: Contractors funded through CDBG shall receive and administer the funds solely for activities eligible under the contract, and applicable federal and state laws, rules and regulations, specifically including 24 CFR 570 Subpart C of the Code of Federal Regulations and shall use such funds for no other purpose. Contractors must submit monthly invoices for eligible activity performed for monthly reimbursement. Any and all obligations of the County under this contract are contingent on the continuing appropriation and availability of CDBG funds.
b. The Contractor shall be bound by the attached Federal Grant Terms and Conditions (Pages 61-71) without exception.

33.2 Compliance with Federal, State and Local laws and other requirements:

a. The Contractor assures and certifies that it will comply with the requirements of the Act, and with the regulations promulgated thereunder and codified at 24 CFR, which in no way

is meant to constitute a complete compilation of all duties imposed upon the Contractor by law or administrative ruling or to narrow the standards which the Contractor must follow. To the extent applicable, the Contractor shall comply with OMB, Circulars A87, A102, A110, A122, as amended, A-133, as amended, the Davis Bacon Act (40 USC 276a et seq.), as amended, and as supplemented by the Department of Labor regulations (29 CFR Part 5, as amended), the Copeland Antikickback Act (18 USC 874), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 3, as amended), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 5, as amended); 24 CFR Part 135, Economic Opportunities for Low and Very Low Income Persons; Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 CFR, chapter 60, as amended); and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq., as amended and Section 104(d) of the Act), and in accordance with 24 CFR Part 42, as amended. In addition, the Contractor shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 including 24 CFR Part 84, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and agrees to comply with environmental review procedures under 24 CFR 570.200(a)(4).

b. The Contractor further assures and certifies that if the regulations and issuances promulgated pursuant to the Act are added to, amended or revised, it shall comply with them to the extent applicable or notify the Department of Housing and Community Development (HCD) as provided in this contract.

c. The Contractor and its subcontractors will comply with all applicable laws and ordinances, rules and regulations applicable to the Contractor and the services to be performed by the Contractor, including without limitation the provisions of Title 36 of the Code of Virginia Fairfax County Code Chapter 11: Human Rights and Fair Housing.

33.3 Access to and Inspection of Work:

a. HCD, the Comptroller General of the U.S., or any of their duly authorized County or federal representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program/project for the purpose of making audits, examinations, excerpts and transcriptions.

33.4 Procurement:

a. When procuring property, goods and services, the County may require that the Contractor follow the County's procurement procedures which reflect applicable state and local laws and regulations, and which shall conform to applicable federal law, regulations and standards. The Contractor may consult HUD on any procurement to assure conformance with applicable laws, regulations and standards.

33.5 Equal Employment Opportunity:

a. During the performance of the contract, the Contractor shall comply fully with all federal civil rights and equal opportunity laws and regulations, as the same may be amended from time to time, including but not limited to the Final Rule for Nondiscrimination Based on Handicap in Federally Assisted Programs/Projects and Activities (Section 504), 24 CFR

Part 8; the Americans with Disabilities Act, (See Section 30 below); Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109 of the ACT; Chapter 11, Human Rights, of the Code of the County of Fairfax, VA; The Fair Housing Amendments Act of 1988; Equal Employment Opportunity Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968, Economic Opportunities for Low and Very Low Income Persons.

33.6 The Contractor shall comply fully with the Final Rule for Nondiscrimination Based on Handicap in Federally Assisted Program/projects and Activities of the Department of Housing and Urban Development (Section 504), 24 CFR Part 8, effective July 11, 1988, as well as with the Final Rule for Nondiscrimination on the Basis of Disability in State and Local Government Services, Public Law 101-336, 28 CFR Part 35, as the same may be amended from time to time ("ADA"). All of the provisions of Section 504 and the ADA shall apply to this Contract.

a. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), provides that "No otherwise qualified individual with handicaps in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program/project or activity receiving Federal financial assistance. “Communications, program/project accessibility (for both non-housing and housing facilities), equal employment opportunity (including pre-employment) and reasonable accommodation, and physical accessibility (including site and building accessibility) are examples of some of the areas covered by the Section 504 requirements.

b. ADA prohibits discrimination on the basis of disability by public entities by protecting qualified individuals with disabilities from discrimination on the basis of disability in the services, program/projects or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted program/projects established by Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance. The ADA adopts the general prohibitions of discrimination established under Section 504 as well as the requirements for making program/projects accessible to individuals with disabilities and for providing equally effective communications. The ADA provides comprehensive civil rights protections to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

34 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

34.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County program/projects, activities and services. Fairfax County government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

34.2 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at 703-324-3201 or TTY 711. Allow seven (7) working days in advance of the event to make the necessary arrangements.

Fiscal Years 2027-2028
Consolidated Community Funding Pool
SPECIAL PROVISIONS

35 ADDITIONAL PROPOSAL INFORMATION:

35.1 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

35.2 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Contractors should provide complete, thorough proposals with the Contractors most favorable terms. Should proposals require additional clarification and/or supplementary information, Contractors should submit such additional material in a timely manner.

35.3 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

36 PERIOD THAT PROPOSALS REMAIN VALID:

36.1 Proposals will remain valid for a period of two-hundred and ten (210) calendar days after the date specified for receipt of proposals.

37 DELAYS AND SUSPENSIONS:

37.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

37.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

37.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

Fiscal Years 2027-2028
Consolidated Community Funding Pool
SPECIAL PROVISIONS

38 DATA SOURCES:

38.1 The County will provide the Contractor with all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

38.2 All data and resulting product design will be the sole property of the County.

39 SAFEGUARDS OF INFORMATION:

39.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

40 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

40.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information may not receive an award.

41 ELECTRONIC SIGNATURES:

41.1 Contractors agree that contracts and other associated documents may be executed using electronic signatures and delivered by electronic means. When electronic signatures are used, Contractors agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

42 FORCED AND INDENTURED CHILD LABOR PROHIBITION:

42.1 Contractors are prohibited from the use of “forced or indentured child labor” in the performance of the contract. Forced or indentured child labor means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

General Conditions and Instructions to Bidders

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

   BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will

specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

   If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
   a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.

   b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.

   c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.

5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.

6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.

8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.

10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all

items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.

13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: https://www.fairfaxcounty.gov/procurement/bid-tab

    Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.

14. **OMISSIONS & DISCREPANCIES**: Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

    If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.

17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening

of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

18. **UNBALANCED BIDS:** A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

SPECIFICATIONS

19. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only be addendum issued by the contract specialist.

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

21. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish- articles in conformity with that specification.

    The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

AWARD

22. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in

the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
d. The quality of performance of previous contracts or services;
e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
g. The quality, availability and adaptability of the goods or services to the particular use required;
h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:

    a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
    b. Acceptance Agreement
    c. General Conditions and Instructions to Bidders
    d. Special Provisions and Specifications
    e. Pricing Schedule
    f. Any Addenda/Amendments/Memoranda of Negotiations

24. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

25. **PROMPT PAYMENT DISCOUNT**:

    a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if

payment is to be made within the discount period.

b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

26. **INSPECTION ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

27. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

28. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

29. **TERMINATION OF CONTRACTS**: Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:

    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

30. **TERMINATION FOR CONVENIENCE:**
    a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.

    b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.

31. **TERMINATION OF CONTRACT FOR CAUSE:**

a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

32. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.

33. **SUBLETTING OR ASSIGNMENT:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.

34. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

35. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **NON-LIABILITY**: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

37. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
    b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
    d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.
    e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**

    a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
    b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
    c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

39. **GUARANTEES & WARRANTIES**: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

40. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1)

to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

41. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

    No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

42. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

43. **SHIPPING INSTRUCTIONS – CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to ensure compliance with these instructions for items that are drop-shipped.

44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**: Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.

45. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for

such materials or supplies as are not in accordance with the specifications.

46. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.

47. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

48. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

49. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

50. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

51. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:

    a. The Purchase Order Number,
    b. The Name of the Article and Stock Number (Supplier's),
    c. The Quantity Ordered,
    d. The Quantity Shipped,
    e. The Quantity Back Ordered,
    f. The Name of the Contractor.

    Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

BILLING

52. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

53. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

54. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

55. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

56. **GENERAL GUARANTY -** Contractor agrees to:

    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
    c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
    e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
    f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

57. **SERVICE CONTRACT GUARANTY -** Contractor agrees to:

    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

58. **INDEMNIFICATION:**

a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

   In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 59, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must

obtain the County's prior written consent before raising such defense or entering into such resolution.

d. **No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.**

59. **OFFICIALS NOT TO BENEFIT:**

a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

60. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone 703-222-8234 or visit: https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

61. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so

required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

62. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

    a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
    b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
    c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
    d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
    e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
    f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. **INELIGIBILITY:**

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:

      a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;

   5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

   6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project ;

   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

65. **APPEAL OF DENIAL OF WITHDRAWAL OF BID:**

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the

decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. **APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

67. **PROTEST OF AWARD OR DECISION TO AWARD:**

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then

the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

68. **CONTRACTUAL DISPUTES:**

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

69. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

70. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

71. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

72. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

73. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

74. **AUDIT OF RECORDS:** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term “records” includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

75. **PERSONALLY IDENTIFIABLE INFORMATION**: Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County’s data or other incidents compromising the security of the County’s data. For purposes of this section “County data” means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes “personal information” defined by Virginia Code § 18.2-186.6 or “medical information” defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

76. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

    a. Effective, interactive control and use of the technology (including the operating system),

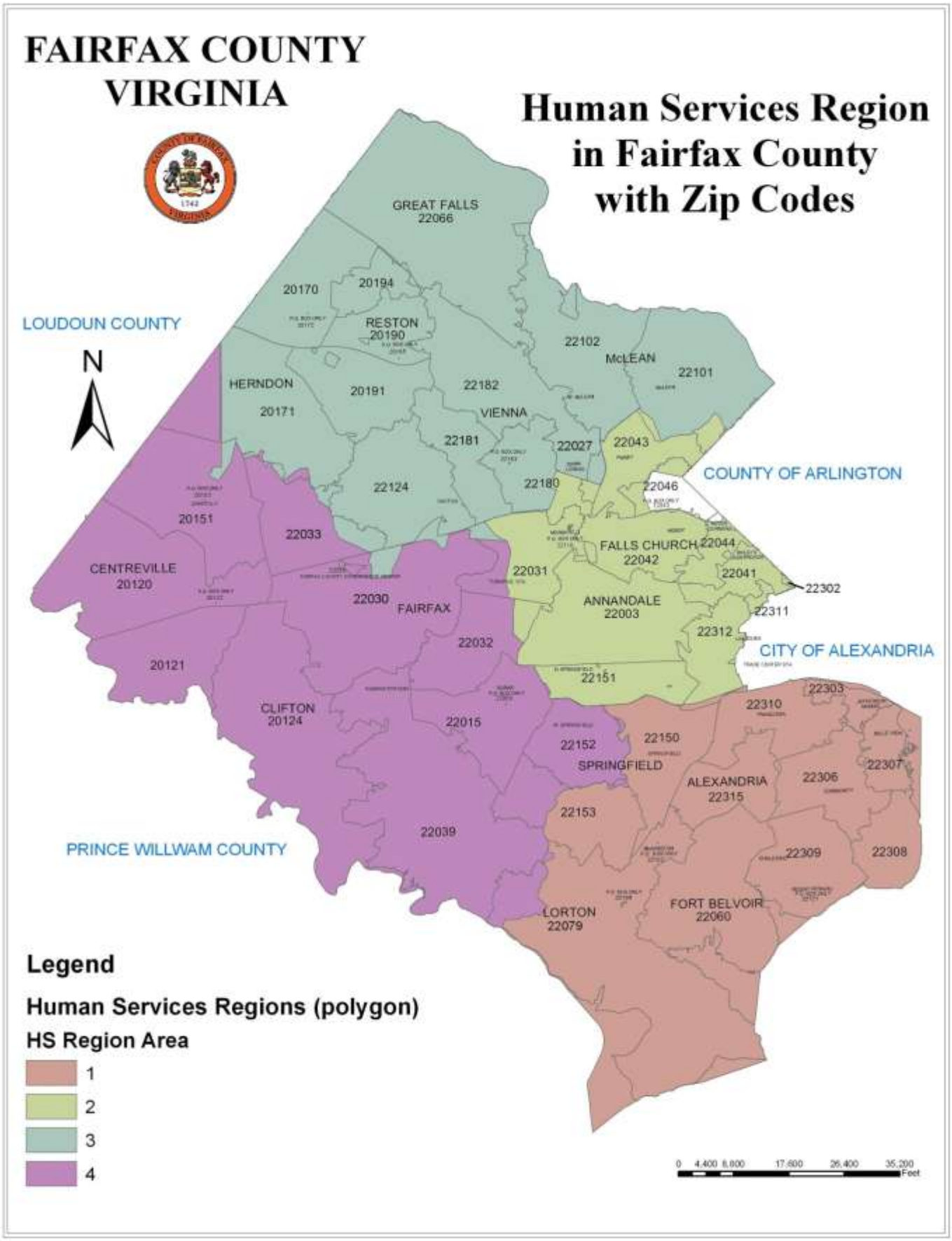
applications programs, and format of the data presented, shall be readily achievable by nonvisual means;

b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Lee Ann Pender
COUNTY PURCHASING AGENT


FAIRFAX COUNTY
VIRGINIA
Human Services Region
in Fairfax County
with Zip Codes
GREAT FALLS
22066
20170
20194
RESTON
20190
LOUDOUN COUNTY
N
HERNDON
20191
20171
22182
VIENNA
22102
McLEAN
22101
22181
22027
22043
COUNTY OF ARLINGTON
22124
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FALLS CHURCH
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CENTREVILLE
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22302
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FAIRFAX
ANNANDALE
22003
22311
22312
22032
CITY OF ALEXANDRIA
20121
22151
22303
22310
CLIFTON
20124
22015
22150
22152
SPRINGFIELD
22307
ALEXANDRIA
22315
22306
22153
22039
PRINCE WILLWAM COUNTY
22309
22308
FORT BELVOIR
22060
LORTON
22079
Legend
Human Services Regions (polygon)
HS Region Area
1
2
3
4
0 4,400 8,800 17,600 26,400 35,200
Feet

Glossary

TERM	DEFINITION
Single Audit	Federal Office of Management and Budget (OMB) audit requirement related to non-profit organizations that directly or indirectly receive in total $1,000,000 or more in federal grants or contracts. The scope of the audit covers the entire operations of the agency, emphasizing extensive testing of the internal controls of the agency.
ACORD Form	An ACORD Form is a standard document that summarizes an entity's insurance coverage. ACORD stands for Association for Cooperative Operations Research and Development, which is a global, nonprofit insurance association whose mission is to facilitate the development and use of standards for the insurance, reinsurance and related financial services industries. Many, but not all, insurers report coverage on ACORD forms.
Activity/Service	A description of the service or intervention provided to the client. The Activity/Service must be logically related to the Outcome. This is measured by counting the number of clients that receive the Activity/Service**.** **Example:** • Provide 100 homeless women with case management services; • Provide 50 elementary school children with homework help.
ADA	Americans with Disabilities Act (ADA) - Department of Justice's regulation implementing title III of the ADA, which prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). The regulation includes Appendix A to Part 36 - Standards for Accessible Design establishing minimum standards for ensuring accessibility when designing and constructing a new facility or altering an existing facility. ADA Regulations and Technical Assistance materials can be found at: http://www.ada.gov/stdspdf.htm.
Appraisal-Income Market Value	All income property should be valued using both methods and it is critical which of the two is completed first. Normally, the market value appraisal will show a greater value than the income approach once the prospective buyer has made adjustments to the data provided by the seller. In the income evaluation approach, the debt service is not considered even though the actual debt service may have a negative effect on the desired yield. The reason is the prospective buyer is attempting to find a value based solely on the income and operating expenses.
Articles of Incorporation	A portion of the documentation that would be submitted to the State to obtain a corporate business license. Defines the nature of the activities that the business will perform.
Audit	Determines whether an entity's financial statements are presented fairly in accordance with generally accepted accounting principles.
Automobile Liability Insurance	Indemnity policy for legal liability for bodily injury or damage to others arising from accidents of ownership or operation of an automobile.

TERM	DEFINITION
BPOL (Business Professional & Occupational License)	Businesses whose gross receipts are between $10,001 and $50,000 must file a BPOL application and pay a license fee of $30; those with receipts between $50,001 and $100,000 pays a license fee of $50. Businesses with gross receipts in excess of $100,000 pay the BPOL tax rate for their particular category. This only applies to those who are located in Fairfax County. All non-profits must apply to become tax exempt. Contact Fairfax County Tax Office at 703-222-8234 for further information.
Budget Resources	Contracts, grants, cash returns from fundraising, in-kind contributions, volunteers and donated supplies, equipment, cash, space, or service.
Collaboration	Communities, non-profit agencies, or local organizations joining together through written agreements to provide services based on common goals and shared funding. Partners agree to pool resources and jointly plan, implement, and evaluate new services and procedures. They also agree to delegate individual responsibility for the outcomes of their joint efforts.
Cooperation	Communities, non-profit agencies, or local organizations working together to coordinate services in order to improve quality and accessibility. They may share information, co-locate services, make and accept referrals, and join together in assessing community needs.
Coordinated Services Planning	Coordinated Services Planning (CSP) connects Fairfax County residents to county and community-based services and resources that promote self-sufficiency and enhance well-being.
Cost Proposal	A preliminary budget estimate submitted by nonprofit Contractor that details the budgetary requirements associated with a proposed project/program. It will normally include a detailed description and justification of all proposed costs (personnel, direct costs and management & general), revenues and resources required for implementation of the project/program.
Direct Costs	Costs directly associated with specific activities of a project/program. This includes personnel, rent/mortgage, utilities, printing, travel, training, etc. Direct costs are distinguished from indirect costs.
Disability Benefit	Income paid under a disability insurance policy that is not covered under Workers Compensation Benefits. The employer, for the benefit of his employees, holds this policy.
Employee Benefit	An employment benefit given in addition to one's wages or salary. **Example**: Health insurance, FICA, Retirement, unemployment, etc.
Federal Tax Form 990 (Return of Organization Exempt from Income Tax)	IRS form (990 or 990EZ) required for non-profits to file annual gross expenses and description of programs and accomplishments. Forms are not required if the annual gross receipts are $25,000 or less or the non-profit meets other exemptions.
Federal Tax Identification	The employer identification number (EIN) is a nine-digit number assigned to the organization by the Internal Revenue Service (IRS).

TERM	DEFINITION
Fidelity Bond Insurance	A form of insurance which protects the covered employer against loss due to dishonesty of his employees.
Financial Solvency	The ability of an entity to pay its expenses/debts. Solvency can also be described as the ability of a corporation, organization, etc. to meet its long-term fixed expenses and to accomplish long-term expansion and growth.
General Liability Insurance	Coverage for an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business; when someone is injured as the result of using the product manufactured or distributed by a business; or when someone is injured in the general operation of a business.
Geospatial	Data that is associated with a particular location.
Indirect Costs	Costs to an agency not readily identifiable with a particular project/program or activity but necessary to its general operation. Administrative salaries and non-personnel costs that are not directly related to a project/program are examples of indirect costs. Agencies applying to the Funding Pool should explain how indirect costs are determined in the budget justification section of their proposal. (see also *Infrastructure*) **Example**: Management and Administrative Personnel, Telephone, Rent, Custodial Service, Payroll, Data Processing, Purchasing, Accounting, Vehicles, and Insurance.
Infrastructure	An underlying base or foundation for an organization's personnel, functions and/or systems necessary to deliver on its mission. Examples may include information technology systems, financial systems, skills training, and other essential overhead. (see also *Indirect Costs*)
Interim Financial Statement	Statement issued for an accounting period of less than one year, such as quarterly or monthly. Interim financial statements should be based on the accounting principles employed in the previous year's annual report unless a change has been adopted in the current year and are typically unaudited.
Internal Control Report	An audit report to assess and report on the auditee's overall system of internal control.
Leveraging	Additional County and non-County contributions to the program. Cash leveraging includes all grants, fees for service, contributions, and revenue from fundraising activities. Non-cash leveraging includes in–kind contributions of goods, supplies, space, and services.
Management & General	See *Indirect Costs*. Agencies applying to the Funding Pool may use either term in their submitted budgets.
Medical Home	A Medical Home is a primary health care provider chosen as a usual source of health care. A medical home knows an individual's health needs best by keeping comprehensive medical records of all health care received and coordinating all services including preventative visits, immunizations, and referrals to specialists.

TERM	DEFINITION
Memorandum of Agreement (MOA)	A **memorandum of agreement** (MOA) or **cooperative agreement** is a document written between parties to cooperatively work together on an agreed upon program/project or meet an agreed upon objective. The purpose of a MOA is to have a written understanding of the agreement between parties. A MOA will typically specify who will do what, for whom, over what time period, at what cost (if any), and to what standard of performance.
Non-Professional Volunteer	Individuals who provides services for no financial or social gain for example, a teacher answering the phones at a phone bank, firefighter stocking shelves at a food pantry, a student assisting the elderly at a nursing home.
Outcome Measurement System	Describes how the project/program Outcome Indicator will be measured. The description answers who, what, when, and how. This includes: how data is collected, analyzed and reported; when the data is collected (at intake; before and after program; etc.); what measurement tool will be used; and who is responsible (i.e. intake worker; social worker).
Outcome Measurement Tool	Instrument used to determine the project/program Outcome. Often, an Outcome Measurement Tool is used to determine if a client has achieved the Outcome Indicator. For instance, the Family Self-Sufficiency Scale can be used to determine if a family has achieved self-sufficiency or not. Not all projects use Outcome Measurement Tools. For example, a food pantry generally does not use an outcome measurement tool to determine if the family received food. Standardized measures, client surveys and level of functioning scales can be used as outcome measurement tools **Example:** • Minnesota Multiphasic Personality Inventory • Family Self-Sufficiency Scale
Outcomes	Benefits for participants during or after project/program's Service/Activities. Outcomes relate to knowledge, skills, attitudes, values, behavior, condition, or status. They are what participants know, think, or can do; or how they behave; or what their condition is that is different during or following the Service/Activity. **Example:** • Youth attend school regularly • Clients have housing
Outcome Indicators	A specific observable and measurable change in the client or client circumstance. Funding Pool Outcome Indicators are *nominal measures* that count the number of clients that evidence the targeted change. The Outcome Indicator must logically relate to the Outcome and must include a timeline. **Example:** 75 or 75% of middle school children enrolled in the program will miss less than 10 days of school by the end of the school year.
Professional Liability Insurance	Coverage for specialists in various professional fields.
Professional Volunteer	Trained, skilled individuals, in an area of work, who provides services for no financial gain to benefit another person, group or organization utilizing the skills of their profession. For

TERM	DEFINITION
	example, a doctor performing medical duties, CPA conducting accounting/auditing duties, educators teaching in a classroom.
Staff Resources	Persons required to perform an organization's management, support, and project/program activities. Staff resources would include paid positions, consultants, and volunteers.
Targeted Geographic Area	Area may include: Human Service Regions, specific ZIP codes, or a specific neighborhood or community defined in the proposal. Targeted Geographic Areas cannot be proxies for race, sex, or other protected classes.
Technical Proposal	Describes the activities/services and methodologies of a program approach and capacity to address the identified need. It may also include details such as statistical data on the population to be served, description of outcome to be achieved and organizational capacity/experience to deliver the program.
Timeline	A listing of key project/program year milestones by accomplishment date. A timeline would include start-up activities, project initiation, conduct of project activities, and/or events, and evaluation measurement.
Unemployment Compensation	Money paid through the state to workers who are temporarily unemployed. Employers may pay into a State Unemployment Compensation Pool or select to pay the State Unemployment Compensation Pool when dismissed employee files for unemployment.
Workers' Compensation Insurance	Legally mandated insurance requirement for all businesses having 3 or more employees. Workers' Compensation payments are required by law to be made to an employee injured in the course of work; optional requirement for business with less than 3 employees. Employees may collect from their insurance for injuries sustained in the course of employment.
Work plan	Description of how the overall project will be initiated, managed, conducted, and evaluated.

Abbreviations

BOS	Board of Supervisors
CAAB	Community Action Advisory Board
CBDO	Community Based Development Organizations
CCFP	Consolidated Community Funding Pool
CCFAC	Consolidated Community Funding Advisory Committee
CDBG	Community Development Block Grant
CSBG	Community Services Block Grant
MSA	Metropolitan Statistical Area
RFP	Request for Proposal
SAC	Selection Advisory Committee

Frequently Asked Questions

Q. Why are only two categories allowed per application?

A. The rationale for limiting categories to no more than two primary categories is to identify areas that are the program focus. This is not to preclude applicants from proposing projects addressing multiple categories, but it does require applicants to write a proposal focused on primary categories to be addressed. One benefit is that the reporting requirements will be reduced requiring outcome measures only for those strategies that address the primary categories. Another benefit is to allow for comparison of like programs. The CCFAC believes that having more focused applications will simplify the process and provide for more equitable evaluation of programs.

Q. Won't this hurt programs of a "holistic" nature that focus on a broad range of services?

A. No, "holistic" programs will not be penalized as a result of this policy. It will allow the program to be considered in its primary proposed priority area. However, the process for evaluating proposals does not reward "holistic" programs. Rather, the emphasis is to make a clear and rational link between proposed goals and strategies and the categories. This will also allow scores for like programs to be compared within the common categories these programs are addressing.

Q. How many programs may an organization apply to fund?

A. There is no limit to the number of programs for which an organization may submit applications.

Q. How much "leveraging" of programs is required?

A. There is no minimum requirement for the amount of leveraged support provided to a program. However, in keeping with CCFAC policy, CCFP funding is to be used to address a broad spectrum of need to the extent of supporting and enhancing community services. Further, programs that diversify funding can demonstrate service stability over time by broadening their community support.

Q. When will awards be made?

A. A Selection Advisory Committee recommends contract awards to the Board of Supervisors. Contract awards will be submitted to the Board in April prior to the initiation of the contract for appropriation of funding. Assuming Board approval of funding, organizations will be notified of approved projects in late April.

Q. Can reviewers that are selected from the general public and are not professionals make decisions about specific program services?

A. Page one of the RFP describes the process for selecting CCFP reviewers. The objective of the funding pool process is that members of the community decide all steps of the process including how the projects are selected. The County staff provides background information to this group of residents who are appointed to this process by the County Executive through the Department of Procurement and Material Management.

Q. Why is it important for the organization to sign the Proposal Cover Sheet (Form 1)?

A. By signing the Proposal Cover Sheet (Form 1), a legally authorized individual from the applying organization certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the *General Conditions and Instructions to Bidders* (as described in Appendix A). If a proposal is accepted, the applicant agrees to furnish the proposed service(s) in accordance with the terms and conditions as set forth in the Request for Proposal and supporting documentation.

Q. Can proposals be accepted even if it is one or two minutes past the deadline?

A. No.

Q. Do position descriptions need to be submitted only for positions for which we are requesting funding, or all positions working in the program?

A. Position descriptions must be submitted for all paid and unpaid employees, volunteers, consultants, and contractors working in the program.

Q. What is the maximum length of the Technical Narrative?

A. The page limit is 17 pages.

Q. If we submit more than one application, should we adjust the organization name in Bonfire/Euna to include the different program names?

A. Yes, it is recommended that applicants change the organization name in Bonfire/Euna for the alternate proposals.

Q. If a program was previously funded by CCFP but not in the last cycle, and the application represents an expanded version of the program, would it be considered a new program?

A. No, checkmark “Currently funded by the CCFP” on Form 2.

Q. If funding is requested for a portion of an existing program, should outcome projections include all participants in the program, or only those that would directly benefit from CCFP funding?

A. Outcome projections should be included for all clients served with CCFP funds.

Q. Does attachment 8 need to be completed by an organization who might be a subrecipient of federal funds as part of an award in response to a successful proposal?

A. Yes, any applicants who serve a client eligible population (income level at 200% of the poverty level) and are willing to accept federal (Community Services Block Grant - CSBG) funds, must complete Attachment 8 Subrecipient Risk Analysis.

Q. For the Contact Info within Bonfire/Euna – should the First Name, Last Name, and email be connected to the person submitting the application or the Authorized Representative.

A. Authorized representative.

Q. If my program is awarded Community Service Block Grant dollars, what are the implications on my program and contract?

A. Programs awarded Community Services Block Grant dollars will most likely be designated a federal subrecipient of the County and receive a subaward agreement which will detail the requirements. Some requirements of CSBG subrecipients include a restriction that clients served with CSBG funds meet the CSBG income eligibility guidelines, a reimbursement payment schedule, additional federal & state pass through terms and conditions, and modified reporting requirements. CSBG subrecipients will be required to submit a Quarterly CSBG Narrative, Invoice Supporting Documentation (Time & Effort/Direct Expenditure Documentation as applicable). Programs must demonstrate the ability to maintain and report on these federal funds separately. If designated a federal subrecipient, awardees will be allowed to utilize their federally approved indirect cost rate or the federal de minimis rate (15%). Inclusion of these rates will be addressed during negotiations.

Sample Resources
Project Timelines

	Phase	Action Steps	Responsible Party	Due Date	Cost
Fiscal Year 2027	**I. Program Start Up**	Notify Stakeholders of Contract Award	Executive Director	15-May	
		Staff Recruitment/Hiring			
		Advertise Staff Vacancies	Executive Director/HR Director	1-Jun	$150
		Conduct Interviews/Background Checks	Executive Director/HR Director	16-Jun	$120
		Make Hiring Decisions	Executive Director/HR Director	1-Jul	
		Program Staff Projected Start Date		15-Jul	
		Staff Orientation	Executive Director/HR Director	20-Jul	$50
		Meeting with School Personnel	Program Director	1-Aug	
		Secure Program Equipment Supplies	Program Director		
		Purchase Curriculum Software	Program Director	1-Aug	$1,200
		Finalize/Purchase Program Curriculum	Program Director	15-Aug	$500
	II. Outreach	Volunteer Recruitment	Program Director & Volunteer Coordinator		
		Advertise Volunteer Instructor Positions	Volunteer Coordinator	1-Aug	
		Conduct Screenings/Background Checks	Volunteer Coordinator	20-Aug	$200
		Volunteer Orientation Session	Program Director & Volunteer Coordinator	30-Aug	$50
	III. Youth Recruitment	Back-to-School Nights	Program Director & Volunteers	11-Sep	$100
		Parent's Meeting	Program Director & Volunteers	13-Sep	
	IV. Program Delivery	Program Start	Volunteers	15-Sep	
		Provide Pre-Test Assessments	Volunteers	18-Sep	
		Mid-Year Activities			
		Holiday Party/Parent Meeting	Program Director & Volunteer Coordinator	15-Dec	$200
		Mid-Year Review w/ School Personnel	Program Director & Volunteer Coordinator	15-Jan	
		Mid-Year Program Review	Executive Director, Program Director & Volunteer Coordinator	20-Jan	
	V. Year-End Review	Provide Post-Test Assessments	Volunteers	1-Jun	
		Youth &Volunteer Recognition & Parent Meeting	Program Director & Volunteer Coordinator	10-Jun	$250
		Meeting with School Personnel (Teachers/Guidance Counselors)	Program Director & Volunteer Coordinator	20-Jun	
		Program Review	Executive Director, Program Director & Volunteer Coordinator	30-Jun	
Fiscal Year 2028	**1. Outreach**	Volunteer Recruitment	Program Director & Volunteer Coordinator		
		Advertise Volunteer Instructor Positions	Volunteer Coordinator	2-Aug	
		Conduct Screenings/Background Checks	Volunteer Coordinator	22-Aug	$200
		Volunteer Orientation Session	Program Director & Volunteer Coordinator	30-Aug	$50
	II. Youth Recruitment	Back-to-School Nights	Program Director & Volunteers	12-Sep	$100
		Parent's Meeting	Program Director & Volunteers	14-Sep	
	III. Program Delivery	2nd Year Program Start	Volunteers	16-Sep	
		Provide Pre-Test Assessments	Volunteers	19-Sep	
		Mid-Year Activities			
		Holiday Party/Parent Meeting	Program Director & Volunteer Coordinator	15-Dec	$200
		Meeting with School Personnel (Teachers/Guidance Counselors)	Program Director & Volunteer Coordinator	15-Jan	
		Mid-Year Program Review	Executive Director, Program Director & Volunteer Coordinator	20-Jan	
	IV. Year-End Review	Provide Post-Test Assessments	Volunteers	2-Jun	
		Youth &Volunteer Recognition & Parent Meeting	Program Director & Volunteer Coordinator	10-Jun	$250
		Meeting with School Personnel (Teachers/Guidance Counselors)	Program Director & Volunteer Coordinator	20-Jun	
		Program Review	Executive Director, Program Director & Volunteer Coordinator	30-Jun	

SAMPLE

	Action Steps	Prior to Contract	1st Quarter Jul	Aug	Sept	2nd Quarter Oct	Nov	Dec	3rd Quarter Jan	Feb	Mar	4th Quarter Apr	May	Jun	Responsible Party
FISCAL YEAR 2027	**Program Start-up**														
	Update Agreements w/ Collaborative Partners														Executive Director
	Staff Recruitment/Hiring														HR Manager
	Advertise Staff Vacancies														HR Manager
	Conduct Interviews/Background Checks														HR Manager
	Make Hiring Decisions														Executive Director & HR Manager
	Program Staff Projected Start Date														
	Staff Orientation/Training														HR Manager
	Secure Program Equipment Supplies														Program Staff
	Program Marketing/Outreach														
	Recruit/Screen Financial Counselors														Program Staff
	Community Information Sessions														Program Staff
	Program Activities														
	Financial Counseling Sessions														Program Staff & Volunteers
	Homeownership Classes														Collaborative Partner (County)
	Affordable Non-Predatory Mortgages*														Program Staff & Financial Institutions
	Evaluation														
	Client Surveys														Program Staff & Volunteers
	Self Sufficiency Scale (Data Collection)														Program Staff & Volunteers
	Staff Review														Executive Director & HR Manger
FISCAL YEAR 2028	**2nd Year Program Start-up**														
	Update Agreements w/ Collaborative Partners														Executive Director & Program Staff
	Staff Orientation/Training														HR Manager
	Secure Program Equipment Supplies														Program Staff
	Program Marketing/Outreach														
	Recruit/Screen Financial Counselors														Program Staff
	Volunteer Orientation Sessions														Program Staff
	Community Information Sessions														Program Staff
	Program Activities														
	Financial Counseling Sessions														Program Staff & Volunteers
	Homeownership Classes														Collaborative Partner (County)
	Affordable Non-Predatory Mortgages*														Program Staff & Financial Institutions
	Evaluation														
	Client Surveys														Program Staff & Volunteers
	Self Sufficiency Scale (Data Collection)														Program Staff & Volunteers
	Staff Review														Executive Director & HR Manger

SAMPLE

Required Reporting During Contract Period

DEMOGRAPHIC REPORT

Individuals served
Unduplicated number of all individuals served this quarter*
Unduplicated number of individuals served for the first time this year*
New individuals - Gender
Female*
Male*
Non-binary*
Transgender*
Gender: Other*
Gender: Unknown/not reported*
New individuals - Age
0-5*
6-13*
14-17*
18-24*
25-44*
45-54*
55-59*
60-64*
65-74*
75+*
Age: Unknown/not reported*
New individuals - Disability status
Has a disabling condition*
Does not have a disabling condition*
Disability: Unknown/not reported*
New individuals - Ethnicity
Hispanic, Latino or Spanish Origins*
Not Hispanic, Latino or Spanish Origins*
Ethnicity: Other*
Ethnicity: Unknown/not reported*
New individuals - Race
American Indian or Alaska Native*
Asian*
Black or African American*
Native Hawaiian and Other Pacific Islander*
White*
Other race*
Multi-race (two or more of the above)*
Race: Unknown/not reported*
Households served
Unduplicated number of all households served this quarter*
Unduplicated number of households served for the first time this year*

CDBG DEMOGRAPHIC REPORT (INDIVIDUAL SERVICES)

Individuals served
Unduplicated number of all individuals served this quarter (whether for the first time or not)*
Unduplicated number of individuals served for the first time this year*
Individuals who received new or continued access to services or benefits*
Individuals who had improved access to the service or benefit*
Individuals who received services or benefits that were no longer substandard*
New individuals - Gender
Female*
Male*
Non-binary*
Transgender*
Gender: Other*
Gender: Unknown/not reported*
New individuals - Age
0-5*
6-13*
14-17*
18-24*
25-44*
45-54*
55-59*
60-64*
65-74*
75+*
Age: Unknown/not reported*
New individuals - Disability status
Has a disabling condition*
Does not have a disabling condition*
Disability: Unknown/not reported*
New individuals - Race and ethnicity
American Indian or Alaska Native - Hispanic or Latino*
American Indian or Alaska Native - Not Hispanic or Latino*
American Indian or Alaska Native and Black or African American - Hispanic or Latino*
American Indian or Alaska Native and Black or African American - Not Hispanic or Latino*
American Indian or Alaska Native and White - Not Hispanic or Latino*
American Indian or Alaska Native and White - Hispanic or Latino*
Asian - Hispanic or Latino*
Asian - Not Hispanic or Latino*
Asian and White - Hispanic or Latino*
Asian and White - Not Hispanic or Latino*
Black or African American - Hispanic or Latino*
Black or African American - Not Hispanic or Latino*
Black or African American and White - Hispanic or Latino*
Black or African American and White - Not Hispanic or Latino*
Native Hawaiian and Other Pacific Islander - Hispanic or Latino*
Native Hawaiian and Other Pacific Islander - Not Hispanic or Latino*
Other multi-racial - Hispanic or Latino*
Other multi-racial - Not Hispanic or Latino*
White - Hispanic or Latino*
White - Not Hispanic or Latino*
New individuals - Household income (% of AMI)
0 to 30% AMI*
30+ to 50% AMI*
50+ to 60% AMI*

60+ to 80% AMI*
80%+ AMI*

Households served

Unduplicated number of households served for the first time this year*
Unduplicated number of all households served this quarter*

CDBG DEMOGRAPHIC REPORT (HOUSEHOLD SERVICES)

Households served
Unduplicated number of all households served this quarter (whether for the first time or not)*
Unduplicated number of households served for the first time this year*
Households who received new or continued access to services or benefits*
Households who had improved access to the service or benefit*
Households who received services or benefits that were no longer substandard*
New households - Head of household gender
Female*
Male*
Non-binary*
Transgender*
Gender: Other*
Gender: Unknown/not reported*
New households - Head of household age
18-24*
25-44*
45-54*
55-59*
60-64*
65-74*
75+*
Age: Unknown/not reported*
New households - Head of household disability status
Has a disabling condition*
Does not have a disabling condition*
Disability: Unknown/not reported*
New households - Head of household ethnicity and race
American Indian or Alaska Native - Hispanic or Latino*
American Indian or Alaska Native - Not Hispanic or Latino*
American Indian or Alaska Native and Black or African American - Hispanic or Latino*
American Indian or Alaska Native and Black or African American - Not Hispanic or Latino*
American Indian or Alaska Native and White - Hispanic or Latino*
American Indian or Alaska Native and White - Not Hispanic or Latino*
Asian - Hispanic or Latino*
Asian - Not Hispanic or Latino*
Asian and White - Hispanic or Latino*
Asian and White - Not Hispanic or Latino*
Black or African American - Hispanic or Latino*
Black or African American - Not Hispanic or Latino*
Black or African American and White - Hispanic or Latino*
Black or African American and White - Not Hispanic or Latino*
Native Hawaiian and Other Pacific Islander - Hispanic or Latino*
Native Hawaiian and Other Pacific Islander - Not Hispanic or Latino*
Other multi-racial - Hispanic or Latino*
Other multi-racial - Not Hispanic or Latino*
White - Hispanic or Latino*
White - Not Hispanic or Latino*
New households - Income (% of AMI)
0 to 30% AMI*
30+ to 50% AMI*
50+ to 60% AMI*
60+ to 80% AMI*
80%+ AMI*
New households - Housing

Households who received short-term rental assistance (not more than three months)*
Households that were previously homeless*
Of those, the number that were chronically homeless*

CSBG DEMOGRAPHIC REPORT

Individuals served
Unduplicated number of all individuals served this quarter (whether for the first time this year, or not)*
Unduplicated number of individuals served for the first time this year about whom one or more characteristics were obtained (and are included in the sections below)*
Unduplicated number of individuals served for the first time this year not included in the characteristics below*

New individuals - Gender
Male*
Female*
Non-binary*
Transgender*
Gender: Other*
Gender: Unknown/not reported*

New individuals - Age
0-5*
6-13*
14-17*
18-24*
25-44*
45-54*
55-59*
60-64*
65-74*
75+*
Age: Unknown/not reported*

New individuals - Education level (ages 14-24)
Ages 14-24: Grades 0-8*
Ages 14-24: Grades 9-12/Non-Graduate*
Ages 14-24: High School Graduate*
Ages 14-24: GED/Equivalency Diploma*
Ages 14-24: 12 grade + Some Post-Secondary*
Ages 14-24: 2 or 4 years College Graduate*
Ages 14-24: Graduate of other post-secondary school*
Ages 14-24: Unknown/not reported*

New individuals - Education level (ages 25+)
Ages 25+: Grades 0-8*
Ages 25+: Grades 9-12/Non-Graduate*
Ages 25+: High School Graduate*
Ages 25+: GED/Equivalency Diploma*
Ages 25+: 12 grade + Some Post-Secondary*
Ages 25+: 2 or 4 years College Graduate*
Ages 25+: Graduate of other post-secondary school*
Ages 25+: Unknown/not reported*

New individuals - Disconnected youth
Youth ages 14-24 who are neither working or in school*

New individuals - Disability status
Has a disabling condition*
Does not have a disabling condition*
Disability: Unknown/not reported*

New individuals - Health insurance
Does not have health insurance*
Medicaid*
Medicare*
State Children's Health Insurance Program*
State Health Insurance for Adults*
Military Health Care*
Direct-Purchase*
Employment Based*
Other/unknown health insurance*
Unknown/not reported insurance status*
New individuals - Ethnicity
Hispanic, Latino or Spanish Origins*
Not Hispanic, Latino or Spanish Origins*
Ethnicity: Unknown/not reported*
New individuals - Race
American Indian or Alaska Native*
Asian*
Black or African American*
Native Hawaiian and Other Pacific Islander*
White*
Other race*
Multi-race (two or more of the above)*
Race: Unknown/not reported*
New individuals - Military status
Veteran*
Active Military*
Never Served in the Military*
Military status: Unknown/not reported*
New individuals - Work status
Employed Full-Time*
Employed Part-Time*
Migrant Seasonal Farm Worker*
Unemployed (Short-Term, 6 months or less)*
Unemployed (Long-Term, more than 6 months)*
Unemployed (Not in Labor Force)*
Retired*
Work status: Unknown/not reported*
Household served
Unduplicated number of all households served this quarter (whether for the first time this year, or not)*
Unduplicated number of all households served for the first time this year about whom one or more characteristics were obtained (and are included in the sections below)*
Unduplicated number of households served for the first time this year not included in the characteristics below*
New households - Type
Type: Single Person*
Two Adults NO Children*
Single Parent Female*
Single Parent Male*
Two Parent Household*
Non-related Adults with Children*
Multigenerational Household*
Type: Other*
Type: Unknown/not reported*
New households - Size
Size: Single Person*
Two*

Three*
Four*
Five*
Six or more*
Size: Unknown/not reported*
New households - Housing
Own*
Rent*
Other permanent housing*
Homeless*
Housing: Other*
Housing: Unknown/not reported*
New households - Income (% of HHS Guideline)
Up to 50%*
51% to 75%*
76% to 100%*
101% to 125%*
126% to 150%*
151% to 175%*
176% to 200%*
201% to 250%*
250% and over*
Income: Unknown/not reported*
New households - Sources of income
Employment Only*
Employment and Other Income Source*
Employment, Other Income Source, and Non-Cash Benefits*
Employment and Non-Cash Benefits*
Other Income Source Only*
Other Income Source and Non-Cash Benefits*
No Income*
Non-Cash Benefits Only*
Sources of income: Unknown/not reported*
New households - Types of other income for households with sources other than employment
TANF*
Supplemental Security Income (SSI)*
Social Security Disability Income (SSDI)*
VA Service-Connected Disability Compensation*
VA Non-Service Connected Disability Pension*
Private Disability Insurance*
Worker's Compensation*
Retirement Income from Social Security*
Pension*
Child Support*
Alimony or other Spousal Support*
Unemployment Insurance*
EITC*
Other Income Types: Other*
Other Income Types: Unknown/not reported*
New households - Types of non-cash benefits for households with sources other than employment
SNAP*
WIC*
LIHEAP*
Housing Choice Voucher*
Public Housing*
Permanent Supportive Housing*
HUD-VASH*

Childcare Voucher*
Affordable Care Act Subsidy*
Non-cash benefits: Other*
Non-cash benefits: Unknown/not reported*

SERVICES/OUTCOMES PROGRAM REPORT

Individuals

Individuals served

Percent of individuals achieving outcome: Total possible denominator

Percent of individuals achieving outcome: Individuals achieving outcome

Households

Households served

Percent of households achieving outcome: Total possible denominator

Percent of households achieving outcome: Households achieving outcome

EXPENDITURE REPORT

EXPENDITURE CATEGORY	BUDGET	ACTUAL	CUMULATIVE	REMAINING BALANCE
A. Personnel Costs				
1. Salaries	$5,000.00	$0.00	$0.00	$5,000.00
2. Benefits	$0.00	$0.00	$0.00	$0.00
3. Payroll Taxes	$0.00	$0.00	$0.00	$0.00
B. Direct Costs				
4. Rent / Mortgage	$10,000.00	$0.00	$0.00	$10,000.00
5. Space Utilities / Maintenance / etc.	$0.00	$0.00	$0.00	$0.00
6. Audit	$3,000.00	$0.00	$0.00	$3,000.00
7. Financial Services	$0.00	$0.00	$0.00	$0.00
8. Consultant Services	$10,000.00	$0.00	$0.00	$10,000.00
9. Insurance	$0.00	$0.00	$0.00	$0.00
10 Equipment Lease / Purchase / Maintenance	$0.00	$0.00	$0.00	$0.00
11. Supplies	$0.00	$0.00	$0.00	$0.00
12. Telecommunications	$0.00	$0.00	$0.00	$0.00
13. Printing / Copying	$0.00	$0.00	$0.00	$0.00
14. Postage	$0.00	$0.00	$0.00	$0.00
15. Training	$0.00	$0.00	$0.00	$0.00
16. Travel	$0.00	$0.00	$0.00	$0.00
17. Direct Assistance	$2,000.00	$0.00	$0.00	$2,000.00
18. Software Purchase / License Costs	$0.00	$0.00	$0.00	$0.00
19. Transportation Costs	$0.00	$0.00	$0.00	$0.00
20. Depreciation	$0.00	$0.00	$0.00	$0.00
21. Other (Spending)	$0.00	$0.00	$0.00	$0.00
C. Indirect Expenditures				
22. Management and General	$0.00	$0.00	$0.00	$0.00
23. Other Indirect Costs	$0.00	$0.00	$0.00	$0.00
D. Capital Expenses				
24. Hardware Purchases	$0.00	$0.00	$0.00	$0.00
25. Equipment Purchases	$0.00	$0.00	$0.00	$0.00
26. Other Capital Costs	$0.00	$0.00	$0.00	$0.00
E. Housing Capital Costs				
27. Rehabilitation	$0.00	$0.00	$0.00	$0.00
28. Acquisition	$0.00	$0.00	$0.00	$0.00
29. Construction	$0.00	$0.00	$0.00	$0.00

Community Services Block Grant (CSBG)
Current Income Eligibility Guidelines

Family Size	100%		150%		200%	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	$15,960	$1,330	$23,940	$1,995	$31,920	$2,660
2	$21,640	$1,803	$32,460	$2,705	$43,280	$3,607
3	$27,320	$2,277	$40,980	$3,415	$54,640	$4,553
4	$33,000	$2,750	$49,500	$4,125	$66,000	$5,500
5	$38,680	$3,223	$58,020	$4,835	$75,360	$6,447
6	$44,360	$3,697	$66,540	$5,545	$88,720	$7,393
7	$50,040	$4,170	$75,060	$6,255	$100,080	$8,340
8	$55,720	$4,643	$83,580	$6,965	$111,440	$9,287
Each Additional	$5,680	$473	$8,520	$710	$11,360	$947

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CSBG Priorities

The chart below lists the FY 2027-2028 CSBG funding priorities and service examples in relation to the funding categories for the CCFP RFP#20000004219.

CSBG Program Area	Related CCFP Categories
1. Housing Services Housing Payment Assistance, Housing Placement/Rapid Re-housing (Including Shelters), Eviction Prevention Services, Utility Payment Assistance Housing Maintenance & Improvements, Weatherization Services	Housing
2. Health and Social/Behavioral Development Nutrition and Food/Meals, Health Services, Screening and Assessments, Reproductive Health Services, Wellness Education, Mental/Behavioral Health, Support Groups, Dental Services, Screenings and Exams, Family Skills Development, Emergency Hygiene Assistance	Food and Nutrition Health
3. Support Services Child Care, Elder Care, Emergency Clothing Assistance, Legal Assistance, Re-Entry Services, Case Management Services, Identification Documents, Transportation Assistance, Referrals, Eligibility Determinations, Mediation/Customer Advocacy Interventions	Support/Community/Social Networks Literacy/Educational Development/Attainment
4. Education & Cognitive Development Services Child and Young Adult Education Programs, School Supplies, Extra-Curricular Programs (including Before and After School Programs), Adult Education Programs, Post-Secondary Education Supports, Financial Aid Assistance, Home Visits	Literacy/Educational Development/Attainment
5. Employment Services Skills Training and Opportunities for Experience, Career Counseling, Job Search, Post Employment Services, Job Supplies	Financial Stability
6. Income and Asset Building Services Training and Counseling Services, Benefit Coordination and Advocacy, Asset Building, Loans and Grants	Financial Stability
7. Civic Engagement and Community Involvement Voter Education, Leadership Training, Citizenship Classes, Volunteer Training, Tri-Partite Board Member Classes, Getting Ahead Classes	Support/Community/Social Networks

Community Development Block Grant (CDBG)

Current Income Eligibility Limits

Persons in Family	30% Limits Extremely Low Income	50% Limits Very Low Income	80% Limits Low Income
1	$34,900	$58,150	$74,800
2	$39,900	$66,450	$85,450
3	$44.900	$74,750	$96,150
4	$49,850	$83,050	$106,800
5	$53,850	$89,700	$115,350
6	$57,850	$96,350	$123,900
7	$61,850	$103,000	$132,450
8+	$65,850	$109,650	$141,000

The income eligibility limits are established and revised by HUD. During the performance of the contract, the Contractor shall comply with federally established income limits as published at CDBG Income Limits | HUD User Housing Eligibility Data | HUD USER . CDBG Income Limits are updated by HUD from time to time, typically on an annual basis.

Source: HUD Exchange
Effective Date: June 1, 202620265

Federal Contract Terms and Conditions

As federal funding will be expended under this contract, the Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the "Uniform Guidance"). The following terms and conditions set forth below are incorporated in the parties' agreement:

A. **Nondiscrimination –** In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.

B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

D. **Debarment and Suspension.** CONTRACTOR certifies, by execution of Attachment 5, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

E. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies by execution of Attachment that it adheres to the federal restrictions on lobbying using federal funds.

F. **Prohibition on certain telecommunications and video surveillance services or equipment.** CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

G. **Program Fraud, False or Fraudulent Statements, and Related Acts**
   1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made,

pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

H. **Interest of Members of Congress**
No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

I. **Protections for Whistleblowers.**
1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
   a. A member of Congress or a representative of a committee of Congress.
   b. An Inspector General.
   c. The Government Accountability Office.
   d. A Treasury employee responsible for contract or grant oversight or management.
   e. An authorized official of the Department of Justice or other law enforcement agency.
   f. A court or grand jury; and/or
   g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

J. **Conflict of Interest**. CONTRACTOR understands and agrees if subcontractors are used in fulfilling CONTRACTOR's obligations under the Contract, the CONTRACTOR must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this contractor. CONTRACTOR must disclose in writing to Treasury or the County, as appropriate, any

potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

K. **BUY America Build America**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. 2023-12cpdn

Fairfax County Vision
Core Purpose and Desired Results

To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County by:

- **Maintaining Safe and Caring Communities:** The needs of a diverse and growing community are met through innovative public and private services, community partnerships and volunteer opportunities. As a result, residents feel safe and secure, capable of accessing the range of services and opportunities they need and are willing and able to give back to their community.

- **Building Livable Spaces:** Together, we encourage distinctive "built environments" that create a sense of place, reflect the character, history and natural environment of the community, and take a variety of forms - from identifiable neighborhoods to main streets, to town centers. As a result, people throughout the community feel they have unique and desirable places to live, work, shop, play and connect with others.

- **Connecting People and Places:** Transportation, technology and information effectively and efficiently connect people and ideas. As a result, people feel a part of their community and have the ability to access places and resources in a timely, safe and convenient manner.

- **Maintaining Healthy Economies:** Investments in the workforce, jobs, and community infrastructure and institutions support a diverse and thriving economy. As a result, individuals are able to meet their needs and have the opportunity to grow and develop their talent and income according to their potential.

- **Practicing Environmental Stewardship:** Local government, industry and residents seek ways to use all resources wisely and to protect and enhance the County's natural environment and open space. As a result, residents feel good about their quality of life and embrace environmental stewardship as a personal and shared responsibility.

- **Creating a Culture of Engagement:** Individuals enhance community life by participating in and supporting civic groups, discussion groups, public-private partnerships and other activities that seek to understand and address community needs and opportunities. As a result, residents feel that they can make a difference and work in partnership with others to understand and address pressing public issues.

- **Exercising Corporate Stewardship:** Fairfax County government is accessible, responsible and accountable. As a result, actions are responsive, providing superior customer service and reflecting sound management of County resources and assets.