

**1. Scope of Work:**

- 1.1. The Fairfax County Falls-Church Community Services Board (CSB) Infant and Toddler Connection (ITC) seeks to establish contracts with up to four (4) family counseling/mental health professionals with specialized experience in early childhood mental health, to support ITC's efforts to build social emotional support and development capacity in all four Fairfax County human services regions. Contracts resulting from this solicitation will be available to other Fairfax County Human Services Agencies. Services shall include, but are not limited to:
- a. Consultation with staff, to include, but not limited to consultation for individual cases, teaming meetings, and addressing emerging social emotional trends;
  - b. Training and staff capacity building;
  - c. Consultations for the assessment for service planning (ASP) teams;
  - d. Assessments with families;
  - e. Family counseling and support services.

**2. Contract Period and Renewal:**

- 2.1. The contract period is from the date of award to December 31, 2020. Contract awards that result from an informal solicitation of this type may not exceed \$100,000 for the total contract period.

**3. Background:**

- 3.1. The Infant & Toddler Connection of Fairfax-Falls Church (ITC) provides early intervention supports and services in accordance with the policies and procedures set by the Infant & Toddler Connection of Virginia. (See [www.infantva.org](http://www.infantva.org)) These supports and services are available for all eligible children and their families regardless of the family's ability to pay. Supports and services focus on helping the parents and other caregivers facilitate the child's learning during everyday activities and on increasing the child's participation in activities that are important to the family. ITC determines eligibility for children based on guidelines outlined in the State Practice Manual: which includes children from birth to age three who demonstrate a twenty-five percent (25%) delay in one or more areas of development, atypical development, or a diagnosed physical or mental condition that has a high probability of resulting in a developmental delay.
- 3.2. For most children and families, one primary service provider (ITC staff) works in partnership with the family to address the outcomes listed in the Individualized Family Service Plan (IFSP). Other members of the intervention team; which includes the service coordinator, occupational therapists, speech language pathologists, physical therapists and developmental services providers; provide support to the primary provider, the child and their family. Because parents make the biggest difference in their child's development, the collaboration and the involvement of family members or other caregivers in every early intervention session is a requirement.
- 3.3. Early intervention services were provided to 3401 families during Fiscal Year 2015. 118 children received tier 3 social emotional services in FY15. It is estimated that several hundred children and families were involved with tier 2 activities as referenced

in the Pyramid Model in Section 3.7. In addition, it was estimated that a great number of families could have benefited from social emotional support and intervention services during the year. In its current model, the majority of the effort is focused on the developmental areas of motor, speech and cognitive development.

- 3.4. Research shows that early childhood mental health can be considered to be synonymous with healthy social and emotional development (<http://developingchild.harvard.edu/science/national-scientific-council-on-the-developing-child/>). It also refers to the mental health difficulties and disorders experienced by very young children. The response to infant and early childhood mental health needs exists along a continuum of promotion, prevention, and treatment services. The science of early childhood development indicates that the foundation for sound mental health is built early in life, as early experiences shape the architecture of the developing brain. These important experiences include children's relationships with parents, caregivers, relatives, teachers, and peers, which play a critical role in shaping social, emotional, and cognitive development. Approximately 10% to 14% of children who are under 5 years of age experience social and emotional problems. These problems can adversely affect their development and school readiness.
- 3.5. Through the services provided from the resultant contract, ITC seeks to provide skilled early childhood service providers the additional tools needed in order to support optimal social and emotional development. With mental health consultation and training in early childhood programs, staff can support social and emotional development, prevent behavioral problems, support relationships with families, and identify early warning signs of mental health disorders. One of the goals of the contract will also be to equip home visitors to recognize signals that an infant's social and emotional development is at risk or that a parent suffers from mental health issues such as depression, and as a result offer to connect families to preventive services.
- 3.6. ITC seeks providers who follow the framework of the Pyramid Model of promotion, prevention and treatment (<http://www.collaboratingpartners.com/social-emotional-competence-sefel-pyramid.php>). ITC seeks to adopt screening tools to identify children who are deemed eligible due to social emotional concerns and to integrate the Pyramid Model by expanding current staff skills, increasing clinical expertise available to ITC, develop mental health consultative support throughout the program, and develop and have available a Positive Behavioral Support Team for children with very challenging behaviors. The Pyramid Model for supporting social emotional competence in infants and young children, Describes 3 Tiers of Intervention Practice <http://challengingbehavior.fmhi.usf.edu/index.htm>.

#### **4. Tasks To Be Performed:**

Experienced qualified offerors are encouraged to submit a proposal to provide the services referenced in Section 4, 4.1-4.5. The final terms and conditions of the contract will be negotiated with the successful offer(s) with consideration to their qualifications and response to this solicitation.

- 4.1. Provide consultation and coaching to staff: Coaches should provide on-site coaching and individualized guidance to staff as they provide early intervention services with fidelity to effective intervention procedures. Coaching should consist of:

- discussion of intervention theory and methods;
- demonstration of intervention procedures;
- supervised practice; and
- feedback on performance.

**75 % of time**

- 4.2. Provide training to staff on topics to include, but not limited to, social emotional development and attachment, assessment of social emotional issues, interventions and supporting parents. Arrangements for staff training will be coordinated through the program area contact.

**5-10% of time**

- 4.3. Provide assistance in the Assessment for Service Planning (ASP) and in the development of the Individualized Family Service Plan (IFSP) for eligible children and families who require social emotional support as recommended in the plan and to achieve the outcomes.

**5-10% of time**

- 4.4. Provide family counseling and support services to children and eligible families based on the pyramid model. These services will be utilized on a more limited basis. The focus shall be for short term cases and not for ongoing services.

**5-10% of time**

- 4.5. Document any services provided directly to ITC children and families in HSCODE, ITC's web based data system, according to the following compliance requirements:

Services must begin within 14 days of assignment to the provider;  
Services must be documented within three business days of the provision of the service;  
Services must be provided at the frequency and duration prescribed by the child's Individualized Family Service Plan (IFSP).

**5. Fairfax County Responsibilities:**

- 5.1. Provide a central point of entry for families seeking Part C services.
- 5.2. Provide maintenance and disposition of a central record for each child in HSCODE.
- 5.3. Conduct multi-disciplinary assessments to determine initial eligibility of the child.
- 5.4. Conduct assessments for service planning (ASP) preceding the development of the initial Individualized Family Service Plan (IFSP).

- 5.5. Develop the initial IFSP.
- 5.6. Provide a listing of children who require services.
- 5.7. Provide service coordination for every child referred to ITC.
- 5.8. Provide access to interpreter services.
- 5.9. Provide system-wide data management.
- 5.10. Provide Federal, State, and local reporting.
- 5.11. Coordinate outreach activities.
- 5.12. Monitor quality assurance including documentation as required by Part C. Collaborate with contractors in the ongoing monitoring and identification of local system improvements.
- 5.13. Provide training and technical assistance to contractors and contractor's staff.
- 5.14. Provide centralized third party billing of insurance, Medicaid, and the family fee.
- 5.15. Fairfax County CSB staff will ensure that all requested services have been completed prior to approving invoices.

**6. Required Qualifications:**

- 6.1. Be licensed in Virginia as any of the following:
  - Licensed Professional Counselor;
  - Licensed Marriage and Family Therapist;
  - Licensed Clinical Psychologist;
  - Licensed Clinical Social Worker.
- 6.2. Obtain certification prior to providing any direct service from DBHDS as an Early Intervention Professional <http://www.infantva.org/documents/Practice%20Manual%20-%20Chapter%2012%206%2015%20Final.pdf>.
- 6.3. Have a minimum of 5 years' experience in early childhood mental health, preferably with children ages zero to three.
- 6.4. All proposed staff must have satisfactorily passed background checks including the Identity History Summary (Criminal Background check), national Sex Offender Registry check, and the Virginia Child Abuse and Neglect Central Registry check.
- 6.5. In accordance with Code of Virginia section 19.2-392.02 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+19.2-392.02>) the contractor will complete a criminal background check on all employees or volunteers who provide care, treatment, education, training, instruction, supervision, or recreation to children, the elderly or

disabled and place such documentation in the employees' personnel files. Proof of acceptable criminal background check will be provided to the County upon request. The contractor shall also ensure any subcontractors are in compliance with Code of Virginia section 19.2-392.02.

- 6.6. Department of Behavioral Health and Developmental Services (DBHDS), Background Investigations Unit (BIU) will process requests for criminal background investigations only on DBHDS' licensed providers covered under VA Code § 37.2-416. Procedures and associated fees for DBHDS to conduct necessary background checks for DBHDS licensed providers are found at: <http://www.dbhds.virginia.gov/professionals-and-service-providers/licensing/background-investigations-unit>

## **7. Proposal Instructions:**

The offeror shall submit a technical proposal and a cost proposal.

7.1. The Technical Proposal shall contain the following information:

- a. **Proposal Cover Sheet:** Include name of firm submitting proposal; main office address; contact name with phone number and email address; website; date of organization; if a corporation, when and where incorporated; appropriate Federal, State and County registration numbers.
- b. **Qualifications and Capacity:** Resume(s) or Curriculum Vitae (CV) of all persons who will be working under this contract. Resume/CV's should reflect relevant work experience and experience performing the services identified in the scope of work, other relevant work experience and in working with people from different ethnic and/or cultural backgrounds. Provide a copy of current licenses. Offerors should make special mention of any specialized experience and/or certifications in early childhood mental health.
- c. **Personnel:** Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- d. Licenses for each staff proposed to perform services.
- e. A statement that each proposed staff have satisfactorily passed background checks including the Identity History Summary (Criminal Background check), national Sex Offender Registry check, and the Virginia Child Abuse and Neglect Central Registry check (reference Section 6.1).

- f. **Services Provided:** Offer should provide a narrative description of the services as they meet the requirements of Section 4 – Tasks to Be Performed.
  - g. **Outcome Indicators:** Offerors should provide information regarding how they will assess the following outcomes:
    - 1. For children and families who have received ongoing services, provide the percentage that have shown increased positive behaviors or outcome completion.
  - h. **References:** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. Two professional references are the minimum requirement.
- 7.2. The Cost Proposal shall include Attachment A which constitutes the offeror's acceptance of Pricing as referenced in Section 12 of the RFP. This should be appropriately labeled and submitted separately from the Technical Proposal. The rates are inclusive of all costs to provide the proposed service. The County will not reimburse for travel costs.
- 7.3. One copy of the submission should be submitted to:
- Fairfax County Department of Administration for Human Services  
Attention: Jadira Blevins, Contract Analyst II  
[DAHSSolicitations@fairfaxcounty.gov](mailto:DAHSSolicitations@fairfaxcounty.gov)  
Telephone: 703-324-7828
- 7.4. Proposals must be received at the above email address by 2 p.m. on December 21, 2015. Proposals received after the due date and time shall not be considered for contract award and shall be returned to the offeror.
- 7.5. Questions prior to submitting a proposal may be submitted no later than December 3, 2015.

**8. Proposal Evaluation Criteria:**

- 8.1. Specific plans or methodology to be used to perform the services. (15 points)
- 8.2. Experience and qualifications of personnel assigned to perform the services. ( 40 points)
- 8.3. The degree of completeness of the vendor's response to the specific requirements of the RFP and the impact of any exceptions to the terms and conditions. (10 points)
- 8.4. References from other organizations in providing services of similar size and scope. (25 points)
- 8.5. Acknowledgement of rates in Section 12 of the RFP - Pricing. (10 points)

**9. General Terms and Conditions:**

- 9.1. The successful offeror will enter into a contract based on the Fairfax County standard contract terms (*See Attachment C*).
- 9.2. The offeror awarded a contract will be expected to abide by all applicable provisions of the Fairfax County General Conditions and Instructions to Bidders. This document is available for review at: <http://www.fairfaxcounty.gov/dpsm/pdf/generalconditions.pdf>.

**10. FERPA, Privacy, Confidentiality, Security and Handling of Educational Records**

- 10.1. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools and Part C programs that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. FERPA allows for communication between identified Part C providers without the need for parental consent.
- 10.2. Subject to Federal and State Laws and regulations, including the Virginia Freedom of Information Act (FOIA), the contractor(s) and Fairfax-Falls Church Community Services Board (CSB) agree to hold private, confidential and secure all records of client contact, according to Family Educational Rights and Privacy Act (FERPA) <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html> including:
  - a. All findings, memoranda, correspondence, documents or records of any type that identify the individual, whether electronic, written or oral;
  - b. All educational records generated by the offeror(s) or Fairfax-Falls Church CSB;
  - c. Requests for service under this Request for Proposal.
- 10.3. Educational records inquiries, electronic, written or oral, as a result of the existence of this contract, shall be referred to the Fairfax-Falls Church CSB.
- 10.4. Retention and destruction of all records will be in accordance with applicable federal and State confidentiality laws.
- 10.5. All contractors' staff must complete ITC's FERPA training prior to access to any part of a child's educational record including but not limited to the IFSP and CODE record. Refresher training must be completed at least every 24 months or upon request by the ITC Director of Quality Assurance.

**11. Infant and Toddler Connection Performance Contract:**

- 11.1. Contractor(s) must be in compliance with all applicable sections of the [State Fiscal Year \(SFY\) 2008 Commonwealth Of Virginia Local Contract For Continuing Participation In PART C](#).

**12. Pricing:**

12.1. The subsequent contract will be a fee for service agreement. The County will pay the rates below for services described in the Scope of Work.

Services	Rates	Unit
Staff Consultation, Coaching, Training, Attendance at Mandatory meetings and Trainings	\$22.50	15 minute unit (as scheduled)
Family Counseling & Support; Social Emotional Support Services provided to children and families	\$22.50	15 minute unit (face to face time with child and family)
Language Certified Services (In addition to the rate for service)	\$2.50	15 minute unit

12.2. Offerors with a specialty proposing staff consultation, coaching, and training have the option of proposing an alternate rate along with a justification.

12.3. The fee(s) will remain firm for the entire contract term, unless otherwise directed by Fairfax County.



**Attachment A**

**COST PROPOSAL**

Offeror agrees to accept the County rates as proposed in Section 12, Pricing. An initial indicates an acceptance of the rate as indicated.

\_\_\_\_\_ Offeror agrees to accept a fee for service rate as approved by the Commonwealth of Virginia to meet Part C requirements for the provision of entitled Part C services.

\_\_\_\_\_ Offeror acknowledges that the rate for services provided to children and families is charged per face to face 15 minute unit and is inclusive of all costs to provide the proposed service. The County will not reimburse for travel costs.

\_\_\_\_\_ Offeror understands that language certified services are services provided in the non-English native language of the family necessary for understanding and progress of goals and outcomes.

\_\_\_\_\_ Offerors understand that the rate for consultation, training, coaching and meetings is to be invoiced based on services as requested by the County per scheduled time.

\_\_\_\_\_ Offerors with a specialty proposing staff consultation, coaching, and training have the option of proposing an alternate rate along with a justification. Provide an alternate cost if interested.

Offeror comments:

**Attachment B**  
**Standard Contract Terms**

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND ("CONTRACTOR"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the CONTRACTOR to provide the following goods and/or services:
  - 1.1.
2. PERIOD OF CONTRACT:
  - 2.1. The period of this contract shall be from contract start date, or date of award, whichever is later, through contract end date. This contract may be renewed for two one-year periods, as mutually agreed upon. The contractor agrees that prices shall remain firm for one year. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices.
3. COMPENSATION:
  - 3.1. Fairfax County agrees to pay the contractor at the rate of or for a total sum of for services provided. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the contractor.
4. AUTHORITY:
  - 4.1. The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by Fairfax County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the government of Fairfax County for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and shall not be binding on the County.
  - 4.2. 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.
5. DEFINITIONS:
  - 5.1. All terms used in this agreement are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 and shall be used in accordance with such definitions.

6. INTERPRETATION OF CONTRACT:

- 6.1. Any questions pertaining to this contract shall be directed to:

Contract administrator name, Contract Specialist  
Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0014  
Telephone Number: (703) 324-direct dial extension  
E-mail: firstname.lastname@fairfaxcounty.gov

7. METHOD OF ORDERING:

- 7.1. As requirements arise, authorized individuals will place orders for specific quantities of items covered herein. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. 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.
- 7.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards.
- 7.3. A Purchase Order may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become a part of the resulting contract.
- 7.4. Credit card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JP Morgan Chase/Master Card.

8. CANCELLATION OF ORDERS:

- 8.1. Purchases made under this contract are for readily available services and supplies; time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract. 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.

9. NEW GOODS, FRESH STOCK:

- 9.1. All contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

10. INSPECTION AND ACCEPTANCE:

- 10.1. For determining acceptance of supplies or services for the purpose of eligibility for a prompt payment discount, inspection and acceptance shall be accomplished only after examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within a reasonable time.
- 10.2. Inspection and acceptance of materials or supplies will be made after delivery at specified destinations unless otherwise stated. The County will bear the expense of inspection except for the value of samples used in case of rejection. Inspection and acceptance or rejection of the

materials or supplies will be made in a reasonable time, 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.

11. PACKING LIST/DELIVERY TICKETS:

- 11.1. A packing list or delivery ticket must be furnished with each shipment indicating the Purchase Order number, vendor name, item description, quantity ordered, and quantity shipped.

12. INVOICING PROCEDURE:

- 12.1. The contractor shall submit an invoice for each Purchase Order and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number and the name of the department receiving the services.

13. PAYMENT:

- 13.1. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and thirty (30) days after upon receipt of a properly completed invoice, subject to contract requirements. Fairfax County reserves the right to withhold any or all payments or portions due to contractor's failure to perform in accordance with the provision of the contract, including failure of goods delivered to satisfactorily pass inspection or acceptance testing.
- 13.2. Unless otherwise stated in the contract, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent of the value of the entire order may be retained until completion of contract.

14. SHIPPING:

- 14.1. All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the contractor received prior approval from the Purchasing Agent.

15. AUDIT RECORDS:

- 15.1. The contractor shall maintain adequate copies of books, records, vouchers, and records of treatment in such a manner that they may be audited in progress and upon three years following completion of the contract. The contractor, from the effective date of final payment or termination hereunder, shall preserve and make such records available to Fairfax County for a period of three (3) years thereafter.

16. TAX EXEMPTION:

- 16.1. Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.

17. CONTRACT INSURANCE PROVISIONS:

- 17.1. 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.

17.2. The contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 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.

b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, its officers and employees 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.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

c. The contractor agrees to maintain 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. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

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:

1. 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
2. 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.

f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with

the remaining limits provided by an Excess or Umbrella Liability policy.

- g. 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:VI.
  - h. 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:VI or better.
  - i. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - j. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
  - k. 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.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 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.
- 17.4. 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.
- 17.5. Contractual and other liability 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.
- 17.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 17.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 17.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.
- 17.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

18. INDEMNIFICATION:

- 18.1. The contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be

determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. CONTRACT ALTERATIONS:

- 19.1. No alterations in the terms of the contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent. Should it become proper or necessary in the execution of this contract to make any change in design or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
- 19.2. 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 shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 19.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

20. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

- 20.1. 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 his or her 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 his or her obligations or change the terms of the contract.

21. TERMINATION FOR CONVENIENCE:

- 21.1. The contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and until all requirements and conditions shall have been met, unless:
  - 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.
- 21.2. The contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the contractor at least five working days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

22. TERMINATION OF CONTRACT FOR CAUSE:

- 22.1. If, through any cause, the contractor fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the contractor at any time specifying the effective date of such termination. 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 its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 22.2. Notwithstanding the above, the contractor shall not be relieved 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.

23. GUARANTIES & WARRANTIES:

- 23.1. All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

24. GENERAL GUARANTY:

- 24.1. 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. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c. 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.
  - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
  - e. Protect the County from loss or damage to County owned property while it is in the custody of the contractor.

25. SERVICE CONTRACT GUARANTY:

- 25.1. Contractor agrees to:
  - a. Furnish services described in the contract at the times and places and in the manner and



subject to conditions set forth 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, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be 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. 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.

26. OFFICIALS NOT TO BENEFIT:

- 26.1. Upon acceptance of this contract, the contractor certifies that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

27. LICENSE REQUIREMENT:

- 27.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, 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: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm).

28. REGISTERING OF CORPORATIONS:

- 28.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

29. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

- 29.1. 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 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.

30. COVENANT AGAINST CONTINGENT FEES:

- 30.1. 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.

31. VENDOR RELATIONS DIVISION:

- 31.1. In connection with the performance of this contract, the contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.
- 31.2. 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 U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

32. INELIGIBILITY:

- 32.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

33. ORDER OF PRECEDENCE:

- 33.1. In the event of conflict, the provisions of this contract shall take precedence over the any other contract document.

34. DELAYS AND SUSPENSIONS:

- 34.1. 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.
- 34.2. 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.

- 34.3. 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.

35. CONTRACTUAL DISPUTES:

- 35.1. 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 County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within ninety (90) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

36. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

- 36.1. The contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

37. HIPAA COMPLIANCE:

- 37.1. Fairfax County Government has designated certain health care components as covered by the federal Health Insurance Portability and Accountability Act of 1996. The contractor may be designated by the Purchasing Agent as a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. If so designated, the contractor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

38. NON-DISCRIMINATION:

- 38.1. During the performance of this contract, 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, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

39. DRUG FREE WORKPLACE:

- 39.1. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

40. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 40.1. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, 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. Acceptance of this contract by the contractor acknowledges the contractor's commitment and compliance with ADA.

41. VENUE:

- 41.1. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

42. IMMIGRATION REFORM AND CONTROL ACT:

- 42.1. 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.

43. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

SCC Identification Number: \_\_\_\_\_

ACCEPTED BY:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

\_\_\_\_\_  
Date

## BUSINESS CLASSIFICATION SCHEDULE

### DEFINITIONS

**Small Business/Organization** – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Minority Business** – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

**Woman-Owned Business** – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW.** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

#### Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

NAME OF FIRM: \_\_\_\_\_

### **Certification of Financial Solvency for Non-Profit Organizations**

In compliance with Fairfax County contracting protocols, the following certification is required by all offerors submitting a proposal, and all individuals and organizations awarded a contract:

1. The Board Chair certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Board Chair will notify the county representative in writing of substantial solvency issues such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.
2. The Executive Director certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Executive Director will notify the county representative in writing within 10 days of substantial solvency issues as outlined in #1 above.
3. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor rendered an erroneous certification, or if at any time during the course of the contract there are indications that the financial solvency of the contractor affects its ability to complete the terms of the contract, in addition to other remedies available to Fairfax County, the county may terminate the contract for default.

Printed Name of Board Chair: \_\_\_\_\_

Signature/Date: \_\_\_\_\_/\_\_\_\_\_

Printed Name of Executive Director: \_\_\_\_\_

Signature/Date: \_\_\_\_\_/\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SSN or TIN: \_\_\_\_\_

