IMPORTANT NOTICE

RFP2000004303: Opioid Abatement and Recovery Funding

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals.

To register, visit https://fairfaxcounty.bonfirehub.com.

For additional assistance and technical questions related to a submission contact Bonfire at support.bonfire@eunasolutions.comor click on the link “Contact Bonfire Support here” under Need Help.

Registration and proposal submission in Bonfire is **Mandatory.** Solicitation Responses submitted by paper, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) **will not be accepted**.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the ‘Submit & Finalize’ step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized.

If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system

Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

1. **PURPOSE AND INTENT**:

2. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Opioid Abatement and Recovery programs for the County of Fairfax, Virginia.

   a. Proposals should be designed to prevent, treat, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies.

   b. Proposals should enhance (rather than duplicate or supplant) the County's Opioid Response and focus on demographic groups with higher numbers/rates of nonfatal and fatal opioid overdose (see Fairfax Opioid Overdose Dashboard).

   c. This solicitation is funded with opioid settlement funds received by Fairfax County through multiple national opioid settlements, which require that funds be spent on:

      1. Allowable opioid abatement uses
      2. New and/or expansions/enhancements of existing activities, programs, and/or services, programs/services and/or expansions.

         i. Supplantation is prohibited: opioid settlement funds cannot be used to replace other existing funding sources.

   d. One proposal per organization will be accepted. It is anticipated that the minimum award amount will be $100,000/year and it is anticipated that single awards are estimated to be between $100,000 and $300,000/year. However, the County reserves the right to make contract awards for any amounts that are in its best interest. The initial award term is for two years with three one-year optional renewals.

3. **ADDITIONAL INFORMATION**:

   a. The County uses Virginia's online electronic procurement system (eVA), to publicly announce contract awards, which requires Contractor registration. In anticipation of receiving an award, vendors should register by clicking the Register Now link on the eVA website homepage https://eva.virginia.gov/.

   b. The successful offeror shall also be bound by the regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2, and may be designated as a Qualified Service Organization. If identified as a Qualified Service Organization, the successful offeror shall be required to execute a Fairfax County Qualified Service Organization Agreement (QSOA). business-associate-qualified-service-organization- agreement-jan2020.pdf (fairfaxcounty.gov). (Attachment E).

   c. As the County is utilizing opioid settlement funds, the Contractor must agree to Attachment F, Opioid Abatement Authority Terms and Conditions, without reservation.

   d. All funds expended under the resulting contract are subject to all applicable Federal and State laws, regulations and guidelines, as well as the Virginia Opioid Abatement Authority's Terms and Conditions (Attachment F).

   e. All communications and requests for information and clarifications shall be directed to:

      Flor Morrobel, Contract Specialist II
      Department of Procurement and Material Management
      Telephone: 703-324-7561
      Email: flor.morrobel@fairfaxcounty.gov

4. **OPTIONAL PRE-PROPOSAL CONFERENCE**:

   a. An optional pre-proposal conference will be held on July 29, 2026, at 10:00 A.M. via Microsoft Teams web conferencing. Participants are required to register prior to the pre-proposal web conference. Use the registration URL https://events.gcc.teams.microsoft.com/event/22e9bbe3-ab06-4541-8f6d-ec08d1c4bd28@a26156cb-5d6f-4172-9d7d-934eb0a7b275 to register and receive the password to enter the meeting. Participants will be asked to wait in the waiting room until the host allows the participants to join the meeting.

   b. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Flor.Morrobel@fairfaxcounty.gov.

   c. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

   d. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at 703-324-3201 or TTY 711 by Friday, July 24, 2026, to make the necessary arrangements.

5. **CONTRACT PERIOD AND RENEWAL:**

   a. This contract will be for two (2) years with three (3) one-year renewal options available or as negotiated.

   b. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for three additional one (1) year periods, or any combination thereof, if agreeable to all parties.

   c. 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 Request for Proposal 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 shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

6. **BACKGROUND:**

   a. Addressing the opioid epidemic is a longstanding priority in Fairfax County. Since 2017, Fairfax County has worked to address the local impacts of the national opioid epidemic through a multi-pronged strategy involving a wide range of stakeholders. Significant local funding, strong cross-system collaboration, and County leadership united in their commitment to this issue has made it possible to launch and expand the many programs/activities that comprise the County's opioid response strategy.

   b. The opioid settlement funds are the result of states and localities across the country, including Fairfax County, suing numerous organizations in the pharmaceutical supply chain, including manufacturers, distributors and pharmacy benefit managers for their role in the opioid epidemic. While some of these legal matters are pending, many have been settled and payments to states and localities (including Fairfax County) have begun and Fairfax County is using these funds to enhance and expand its opioid response strategy, including through this RFP. In general, these settlements require that funds are used:

      1. For abatement purposes (efforts to prevent, treat, or reduce opioid use disorder or the misuse of opioids, or to otherwise abate or remediate the opioid epidemic).
      2. To expand/enhance programs (cannot supplant or replace existing funding).

   c. Fairfax County's approach to using opioid settlement funds is guided by the following principles:

      1. Align with the County's Opioid Response Plan
      2. Fill critical system gaps (i.e. youth treatment services)
      3. Optimize/enhance existing programs/projects
      4. Invest in system transformation
      5. Balance timely use of funds with fiscal responsibility
      6. Utilize evidence-based/informed approaches
      7. Continue to leverage existing funding sources where possible

   d. Examples of projects Fairfax County already has funded with opioid settlement funds are listed online here.: These projects are led by County agencies and many involve partnerships with external vendors.

   e. Applicants are encouraged to coordinate and/or collaborate with a wide range of stakeholders for implementation. Examples of potential partners are: recovery centers, medical providers, nonprofits, faith-based organizations, and Fairfax County government agencies (i.e., Community Services Board, Family Services, Fire and Rescue Department, Health Department, Housing and Community Development Office to Prevent and End Homelessness, Juvenile and Domestic Relations Court, Neighborhood and Community Services, Police, and the Sheriff's Office).

   f. For information on Fairfax Count's opioid response, visit https://www.fairfaxcounty.gov/topics/opioids. For information on Fairfax County's use of opioid settlement funds, visit: https://www.fairfaxcounty.gov/topics/opioid-settlement-funds For information on Virginia's opioid settlement framework, visit the Virginia Opioid Abatement Authority web site: https://www.oaa.virginia.gov/.

7. **STATEMENT OF NEEDS:**

   a. This solicitation seeks proposals on programs/activities/services identified by external partners on efforts designed to prevent, treat, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed services, interventions or strategies.

   b. Proposals should enhance and/or expand (rather than duplicate) the County's Opioid Response to achieve the goals outlined in Fairfax County's FY26-28 Opioid Response Plan.

   c. Proposals should focus on demographic groups with higher numbers/rates of nonfatal and fatal opioid overdose (see Fairfax Opioid Overdose Dashboard). Offerors may propose any service, intervention, and/or strategy that is aligned with Exhibit E (the national settlement list of acceptable uses of opioid settlement funds).

   d. Examples include but are not limited to services, interventions or strategies that:

      1. Provide comprehensive wrap-around services to individuals with opioid use disorder (OUD) and any co-occurring substance use disorder (SUD)/mental health (MH) conditions, including housing, transportation, education, job placement, job training, or childcare.
      2. Provide community support services, including social services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
      3. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery.
      4. Support family members in their efforts to support the person with OUD in the family and prevent/address substance use issues amongst other household members.
      5. Hire or train behavioral health workers to provide or expand services for people with OUD.
      6. Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions through peer support specialists or recovery coaches and/or warm hand-off services to transition to recovery services.
      7. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or recovery housing programs that allow or integrate FDA-approved medications with other support services.

   e. These examples are a non-exhaustive sample. Offerors should review all approved uses.

8. **TECHNICAL PROPOSAL INSTRUCTIONS:**

   a. Offerors should submit their Technical Proposal response as instructed in Bonfire containing the following information, which is considered the content of the proposal.

      1. Complete and sign the Fairfax County Cover Sheet (DPMM32)
      2. Attachment A: Technical Proposal Response Form
      3. Attachment B: Forms
      4. Attachment D: Performance Measures and Milestone Form
      5. All issued Addenda

   b. Provide at least two references from any of the following entities: federal, state, local government, foundations, corporations and/or philanthropic organizations that have provided funding to your organization. References should include the name of funder/grantor, email of point of contact, and length of time the organization has been funded. **Letters of support will not be accepted or reviewed.**

   c. Provide Audited Financial Statements: The most recent financial audit and management letter that adheres to the required schedule of submitting the audit within (180) days after the end of Applicant's fiscal year. Applicants whose fiscal year ends June 30th must submit a financial audit and management letter for period ending June 30, 2025. Applicants whose fiscal year ends December 31st must submit a financial audit and management letter, if available, for the period ending December 31, 2025.

   d. Applicants who do not have an audit at the time of submission must provide written justification for lack thereof. If funded, the organization will be required to submit an audit following the first year of operation.

   e. Provide Federal Tax Form 990 (If not available, explain why and submit the most recent filing.), applicable. Applicants unable to provide a 990 must submit a 501c (3) certification.

   f. Organizational Chart denotating which positions (if any) will be funded by this proposal.

9. COST PROPOSAL INSTRUCTIONS:

a. Offeror should submit their Cost Proposal response using Attachment C: Cost Proposal Workbook fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee as instructed in Bonfire containing the following information, which is considered the content of the proposal. Offeror should consult guidance from the Viginia Opioid Abatement Authority in determining direct and indirect costs.

b. The cost of each task or segment of the task shall be itemized and should differentiate between direct and indirect costs. The following information should be submitted as part of the cost proposal for the initial two (2) year base period with projections for the three (3) optional renewal years.

   1. Proposed direct, capital, and personnel expenses for each year of the proposal accompanied by budget justification in the “Budget Justification” columns. If the cost proposal contains direct, capital, or personnel expenses, then the justification must explain how these costs fit within the Virginia OAA’s definition of a direct cost. Budget justifications should explain how costs are calculated. Travel and per diem or subsistence costs, if any, must be supported by breakdown including destination, duration, and purpose.
      i. Indirect costs cannot be funded with opioid settlement funds. If indirect costs are included in a project budget, another funding source must be used and the Budget Justification should clearly indicate what source will be used to fund the indirect costs.
   2. The amount of total funding being requested.

c. Guidance on allowable expenses. The proposal must be an allowable opioid abatement use and must be a new and/or expansion/enhancement of existing activities, programs and/or services. Offerors should review the full Virginia OAA definitions of direct or indirect costs.

   1. The costs proposed for FOAR funding must be direct costs. Per the Viginia Opioid Abatement Authority, a direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project’s measurable activities. Administrative costs that are new to the recipient for the purposes of government oversight and management of an abatement program to include managing and monitoring of expenses, collecting data, and making reports are considered allowable direct costs.
      Direct costs include but are not limited to salaries, travel, equipment, and supplies directly connected to the project. Examples of direct costs are:

      i. Paying an employee to manage an Opioid Use Disorder Treatment program.
      ii. An example of a new cost is hiring an employee or contractor or increasing the hours of an employee or contractor to meet the oversight and management needs.
   2. Funds provided through this solicitation cannot be used on indirect costs. An indirect cost is any cost not directly identified with a single, final cost objective or a specific project or organizational activity. Examples of indirect costs are:
      i. Allocating a percentage of time of an existing manager (whose salary is fully covered with existing funds, regardless of source) to oversee the implementation of the proposal.
      ii. Including costs for something that is funded and already exists is considered indirect costs and supplanting, both of which are not allowed.
   3. Utilizing abatement funds for a current employee’s costs is considered supplanting and not allowed per Code of Virginia §2.2-2370.

10. PRICING:

a. It is anticipated that the minimum award amount is $100,000/year and it is anticipated that single awards will be between $100,000 and $300,000/year. However, the County reserves the right to make contract awards for any amounts that are in its best interest. The initial award term is for two years with three one-year optional renewals. The price(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract.

b. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the **contract** during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices. **Should a price increase be granted the prices will remain firm for 365 days.**

c. The request for a change in pricing shall include as a minimum, (1) the budgetary and programmatic causes for the increase; and (2) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). The availability of a price increase is dependent upon budgetary appropriations and is not **guaranteed**.

11. TRADE SECRETS/PROPRIETARY INFORMATION:

a. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

b. **The** offeror **must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.

c. Offeror **shall** complete the Request for Protection of Trade Secrets or Proprietary Information to identify and protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.

d. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

12. REQUIRED SUBMITTALS:

a. Each Offeror must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

13. ADDENDA:

a. Offerors are reminded that solicitation changes, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda should be signed and submitted before the due date/time or must accompany the proposal.

b. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at https://fairfaxcounty.bonfirehub.com.

c. The last day to submit question to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date."

14. PROPOSAL ACCEPTANCE PERIOD:

a. Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

15. BASIS FOR AWARD:

a. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria listed below. The County reserves the right to make multiple awards from this solicitation.

b. A Selection Advisory Committee (SAC) has been established to review and evaluate all proposals received.

c. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. SAC members will refer all calls related to this solicitation to the contract specialist named above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

d. The SAC shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

e. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the SAC. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal.

f. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

g. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

h. Proposal **Evaluation Criteria:** The following factors will be considered in the award of this contract:

1. Proposed Program/Scope of Work, and Statement of Needs, Section 8.1. **(35 points)**
2. Timeline, Milestones, and Performance Measures, Attachment A and Attachment D **(20 points)**
3. Organizational Capacity, Attachment A **(25 points)**
4. Financial Strategy/Cost Proposal Attachment A and C **(20 points)**

i. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

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

k. 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, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

l. 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.

m. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

16. INSURANCE:

a. The Contractor is 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.

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

5. 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.

a. 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 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.

b. 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.

c. Liability Insurance "Claims Made" basis:

a. 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.

b. 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.

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

e. 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.

f. After a period of five-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.

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: VII.

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: VII or better.

i. 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."

j. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

k. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

l. 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.

m. 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 may result in suspension of all payments until the new certificate is furnished.

n. 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.

o. 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.

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

q. 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.

17. METHOD OF ORDERING:

a. As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. 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.

18. **INVOICING**:

a. The Contractor must separately track receipt and expenditures of funds awarded through this solicitation.

b. The Contractor must maintain all records in compliance with federal and state regulations.

c. The Contractor must invoice the County using the final contract. Invoices must meet County requirements, unless otherwise indicated. The Contractor must send the County an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

1. Employee name.
2. Name of the County department;
3. Date of invoice
4. Date(s) in which services were provided
5. The type of services;
6. The itemized cost for each item/service as applicable
7. Purchase Order Number
8. Contract Number

d. The County must receive monthly invoices by the 15th of each month and no later than 30 days following the month the Contractor provided the service to ensure timely processing.

e. The Contractor will provide the County with a monthly and year-to-date utilization report which lists all information shown above in paragraph 17 c. The Contractor will email the invoices and the utilization reports to the individuals identified in the final contract (or as agreed to between parties).

f. Monthly invoices must reflect costs for actual monthly expenses in the personnel and operating categories.

g. Failure to comply with these reporting requirements may result in suspension of payment and termination of contract

19. **REPORTS:**

a. The Contractor(s) must submit to the program administrator on a quarterly basis a report on performance measures and milestones.

20. **CHANGES:**

a. 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 Contractors 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.

b. 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.

21. **DELAYS AND SUSPENSIONS**:

a. 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.

b. 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.

c. 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.

22. ACCESS TO AND INSPECTION OF WORK:

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

23. DATA SOURCES:

a. 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.

24. SAFEGUARDS OF INFORMATION:

a. 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.

25. ORDER OF PRECEDENCE:

a. 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.

26. SUBCONTRACTING:

a. 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://www.sbsd.virginia.gov; local chambers of commerce and other business organizations.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

a. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.

b. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

c. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

d. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

e. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

28. NEWS RELEASE BY VENDORS:

a. 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 the Contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

b. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Offerors 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.

30. HIPAA COMPLIANCE:

a. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The Successful Offeror **may** be designated 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 designated as a "business associate, then the Successful Offeror must 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 Successful Offeror shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

b. Further information regarding HIPAA Compliance is available on the County's website at HIPAA: Business Associate Agreements | Topics (fairfaxcounty.gov).

31. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

a. Pursuant to Virginia Code § 2.2-4311.2(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.

32. PROHIBITION ON THE USE OF CERTAIN PRODUCTS AND SERVICES:

a. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.

33. ELECTRONIC SIGNATURES:

a. 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.

34. FORCED AND INDENTURED CHILD LABOR PROHIBITION:

a. 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.