



DEPARTMENT OF FINANCE  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

COMMONWEALTH OF VIRGINIA  
**County of Henrico**

RFP No.22-2391-7EMF

**August 12, 2022**  
**Request for Proposal (“RFP”)**  
**Weapons Program for Youth and Parents for**  
**Juvenile Detention**

Your firm is invited to submit a proposal to provide a weapons program in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm’s proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than **September 23, 2022 at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

**Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.**

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact **Eileen Falcone** at [fal51@henrico.us](mailto:fal51@henrico.us) by no later than noon on September 1, 2022.

Very truly yours,

Eileen M. Falcone, CPPB  
Assistant Division Director

## **I. INTRODUCTION**

### **A. Purpose**

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm for the purpose of providing a program to youth and parents to address the underlying reason why youth use weapons in accordance with the Scope of Services section of the solicitation.

### **B. Background**

The most recent annual VJCCCA program evaluation indicated weapons were the 3rd highest offense (4.3% or 51) by juveniles within Henrico County. The data also indicated there were 49 weapons (10-felonies, 39 - misdemeanors) offenses in the first 7 months of FY21/22. In addition to weapon offenses, there have been 130 assaults reported to Henrico police in FY20/21 of which 13 included a form of a weapon; there were 51 offenses for possession of a weapon and 1 that included a discharge of a firearm. The number of youth detained on a weapons charge was 42 in FY20/21 and 74 through April in FY21/22. In the FY22/23 Henrico County budget presentation, Henrico Police reported in 2021 there were 7 juveniles accidentally injured during a firearm incident, 17 juveniles injured in a firearm discharge incident and 81 firearm discharge incidents with juveniles involved (as a victim occupant of dwelling/vehicles, witness to a shooting or arrested for discharge. These figures are not all inclusive as the actual use of an object as a weapon may not have resulted in a charge being filed.

Based on meetings with various stakeholders, the weapons program being proposed will focus on a youth’s use of any object as a weapon and the behavior contributing to the use. Referrals may originate from schools, police, intake, probation and the court. This allows for referrals under the prevention section of VJCCCA programming along with referrals for youth meeting the statutory requirements for a petition being filed. “Typically, youth violence involves young people assaulting peers and can take many forms. Instigating fights, threats with weapons and gang-related violence are a few examples of youth violence and young people may be involved as a victim, offender or witness.” (Tilhou, Rebecca, MA Ed., Eckhoff, Angela, PhD. Violence in the Lives of Virginia’s Children: Impacts and Implications, Old Dominion University, December 2018.)

A review of articles on the topic of weapons indicates the importance of utilizing a developmental context “because young people think differently than adults, are emotionally immature and do not have fully formed moral values.” (Marty Beyer, Best Practices in Juvenile Accountability Overview, Juvenile Accountability Incentive Block Grants Program, April 2003) In addition it is indicated “curriculum approaches are also ineffectual if they fail to include real experiences with positive alternatives” (Shay Bilchik, Reducing Youth Gun Violence: An Overview of Programs and Initiatives, Office of Juvenile Justice and Delinquency Prevention, May 1996, p. 20)

Research of current weapons programs for juveniles did not result in a program that would best address the behaviors or thought processes of youth when using a weapon. Numerous conversations with local police officers and other stakeholders have provided an opportunity to secure input regarding program development and an outline of what material is to be covered in a weapons program. “When young people are scared and feel cornered, they are often unable

(because of a lack of maturity) to think of any way out. Frequently, juveniles who use weapons do so when they feel threatened and their judgement is distorted.” (Marty Beyer, “Best Practices in Juvenile Accountability: Overview”, Juvenile Accountability Incentive Block Grants Program, April 2003) In addition to referrals from intake and the court, the targeted population will also include youth in contact with police or resource officers using an object as a weapon that may not meet the level of a delinquent offense, and youth charged with a weapons related offense or related offense (i.e. Assault) while using a weapon. The goal will be to educate and provide information related to the use of weapons and impact on youth, family and community.

VJCCCA programs and services are funded with state and local appropriations through the Virginia Juvenile Community Crime Control Act (“VJCCCA”). VJCCCA has an on-going goal of providing a range of community-based programs and services for juveniles and their parents and/or legal guardians as submitted in a VJCCCA biennial plan. These groups are part of the VJCCCA biennial plan that has been approved by Henrico County Board of Supervisors. The County intends to award this contract to one (1) firm.

The County does not have a current contract for similar services, but it is anticipated 100 youth and their families will be served under this contract annually.

## **II. SCOPE OF SERVICES**

The Successful Offeror shall provide all labor, materials, equipment, supervision, and counseling services to provide, at a minimum, the following services:

### **A. Specific Program Requirements:**

1. The Successful Offeror shall provide, to each referred youth and their parent/guardian, a group curriculum that addresses the behavior behind a youth’s use of a weapon. The use of cognitive behavioral techniques is to be included along with parents’ attending at separate sessions to allow for discussion and information sharing on the dangers of weapons and what is available for youth to obtain.
2. The sessions will be in a group format and will have youth and parent/guardian in separate sessions.
3. One of the youth sessions is to be devoted to a 2 - hour group community service project that incorporates the program’s learning strategies in the project.
4. The curriculum and material must be formatted in a developmental context. and include a cognitive behavioral curriculum. The youth targeted will primarily range in age from 11 through 17 with an understanding referred youth must be able to participate in a group process without mental health concerns that may be escalated if youth participate in the program.
5. When feasible, groups shall run concurrently in both the eastern and western sections of the County with locations approved in advance by the VJCCCA Coordinator.
6. An evidence based curriculum is to be utilized emphasizing cognitive behavioral strategies and strength based programming.
7. Determination of curriculum used by Successful Offeror will impact the number of group sessions to be held.
8. The program shall encompass current research and best practices as evidenced above.

B. Program Services:

The following program services shall include, but shall not be limited to:

1. Preparing a curriculum/learning strategy/plan(s) for each of the meetings of an assigned session as identified below.
2. A maximum of ten (10) groups will be run per fiscal year unless prior approval is secured in advance by the VJCCA Coordinator. Group assignment and curriculum material are to be age appropriate.
3. Providing group services to referred youth who range in age from 11 through 17 years of age with a behavior associated with the use of a weapon.  
NOTE: Juveniles charged or with a history of felonious assaults, violent felonies or psychosis shall not be served unless permission is first secured by the VJCCA Coordinator or juveniles are Court ordered into the program.
4. Presenting information on identified topic areas as follows:
  - a. Discussion regarding weapons and violence and impact on the victim, families and community;
  - b. Discussion of identified risk factors and criminal involvement with weapons (feelings of entitlement, gang membership, drug dealing, availability of guns in the home, being arrested with armed co- defendant);
  - c. Identifying the “fear factor” as to why a youth uses a weapon (i.re. anxiety, cyberbullying, protection);
  - d. Proliferation of weapons and use thereof in daily life of youth via social media;
  - e. Discuss the negative impact of certain lifestyles that contribute and support use of a weapon by youth;
  - f. The desensitization to weapons and violence due to the use of video games and music that “glamourizes” weapons and violence;
  - g. The impact of social media on youth and use of social media in a toxic or negative manner;
  - h. Harmful effects of proliferation of youth violence and weapons on youth’s brain;
  - i. The underlying reasons why youth rely on weapons to resolve disputes;
  - j. The impact of gun violence on a youth’s development and emotional maturity;
  - k. How a family tradition of violence can be detrimental to a youth’s development;
  - l. Potential consequences of youth violence and unlawful weapon possession;
  - m. The legal consequences of use of a weapon;
  - n. Real world consequence of weapon offense to a youth’s future (i.e. jobs, career, college, etc.)
  - o. Emphasizing the value of human life; the finality of use of a weapon; death is real;
  - p. Physical consequences of a wound from a gun (consequences are real, i.e. colostomy bag, paralyzed etc.)
  - q. Alternatives to a youth’s attitudes underlying the decision to carry a weapon;
    - i. effective communication and decision making skills;
    - ii. effective conflict resolution and anger management skills;
    - iii. value of self-worth/respecting self;
    - iv. healthy problem solving skills;
  - r. Providing parents with information related to weapon use;
    - i. A parent’s lack of accountability in parenting their child and consequences thereof;
    - ii. The consequence of a parent lack of involvement in their child’s life; lack of monitoring internet use, friends, curfew etc.’

- iii. A parent's role in being aware of their child's behavior and activities and consequences when not performed;
- iv. The importance of parents being aware of their child's personal belongings and spending habits;
- v. Easy access to "ghost" guns and the increased availability of guns;
- vi. The consequences of their child use of a weapon (as indicated above)
- s. Services shall include the following components:
  - i. Providing two facilitators for individual group sessions for juveniles;
  - ii. Providing two facilitators for each of the sessions with the parent/guardian;
  - iii. Providing in-sight staff (2) supervision for a 2 - hour community service project with the youth;
  - iv. Providing in-sight staff supervision of all attendees while active in groups;
  - v. Developing a weekly detailed written curriculum for both youth and parent groups to cover the topics presented above;
  - vi. Teaching, enhancing and modeling appropriate and clear communication to address the above topics;
  - vii. Providing an opportunity for all participants to practice learned skills;
  - viii. Providing an on-site graduation session for graduates and their parents and invited family members during the last session;
  - ix. Developing and providing each family an end of program survey that provides an opportunity to identify thoughts that led to the youth's involvement in the behavior/offense surrounding the use of a weapon as well as a counter thought for future situations;
  - x. Providing each family a program evaluation for their completion;
  - xi. Evaluating each family's level of participation and present functioning, and making clinical recommendations, if deemed necessary, in the discharge summary;
  - xii. Providing dual sessions for families in both the western and eastern sections of Henrico County as coordinated with the VJCCCA Coordinator and when feasible.
- t. Providing group sessions for youth referred into the program that incorporates the topics identified above with a detailed weekly curriculum utilized.
- u. Providing identified separate 2-hour sessions for the youth's parent/guardian in conjunction with the sessions for the juveniles. These sessions are to educate the parent on topics as outlined above and is to be outlined in the curriculum utilized.
- v. Arranging and supervising a 2-hour community service project for the youth that is clearly identified and shown to correlate with the group process. The projects are to be provided within Henrico County and supportive of the VJCCCA policy of "giving back" to the community.
- w. Inclusion of an array of teaching modalities to include but not be limited to classroom discussion, interactive role-play, homework, appropriate videos, guest speakers, coaching and modeling behavior.
- x. Guiding/Facilitating group discussions with two facilitators present for each session.
- y. Mailing letters to families at least 2 weeks prior to group starting, to include dates and times of groups, location, map and any other information as per the VJCCCA Coordinator. Letters are to be provided to the VJCCCA Office for review one week prior to mailing to each family.
- z. Making telephone contact with families at least one week prior to the group start date to review group logistics and answer any questions. (NOTE: If contact information is invalid, contact is to be made to the VJCCCA office to secure updated information.)

- aa. Advising the VJCCCA Office ASAP of any concerns, issues, inability to contact family etc. that may impede the family's successful attendance in the program.
  - bb. Keeping a written record of participant's weekly attendance and progress and providing weekly to the VJCCCA Office.
  - cc. Advising the VJCCCA Office within 24 hours after each group session of any absence or non-compliance with program rules. The VJCCCA Coordinator/designee will make all determinations of excused absences and/or discharge from program for noncompliance.
  - dd. Completing a written discharge summary on all families enrolled in the program and provide to the VJCCCA Office within 2 weeks of group ending date. The discharge summary is to include the family's level of participation, attendance, program compliance, and any clinically sound recommendations for additional services that may benefit the family following program completion. (NOTE: Families discharged prior to the anticipated ending group date are to have discharge summaries completed within 1 week after confirmation of discharge by the VJCCCA Office. Attempts to contact the family are to be included in the discharge summary.) The VJCCCA Office will dispense copies of discharge summaries to the respective Judge, referring probation officer and any other county agency referring to program.
  - ee. In case of an emergency, providing staff availability to families by telephone 24 hours a day, 7 days per week while family is open to services.
  - ff. Providing the family at the first group session a written summary of the material to be covered, general rules of conduct, expectations of each participant, identified community service project, program rules and expectations including discharge for noncompliance with program rules. The juvenile and parent/legal guardian are to sign the paperwork with a clear understanding of the program material and requirements for program.
  - gg. Attending any court hearing upon the request of the Court.
  - hh. Providing the VJCCCA Coordinator with a copy of any subsequent modifications to the program prior to implementation.
  - ii. Attending any meetings to discuss the program at the request of the VJCCCA Coordinator.
5. Families are expected to attend all sessions and comply with VJCCCA policies and procedures. The family's progress in the group is based on attending all sessions as required, actively participating and complying with rules and procedures.
  6. The Successful Offeror shall ensure that all components of the program provided are reviewed and approved by the VJCCCA Coordinator prior to implementation. These components include all areas as outlined in the Successful Offeror's proposal and any changes made after contract award.
  7. The Successful Offeror shall conform to any and all applicable DJJ Regulations for Nonresidential Services during the contract. The Successful Offeror shall be responsible for securing and maintaining these standards including any updates or revisions. The Successful Offeror shall operate the program and provide services in accordance with any and all applicable federal, state and local statutes and ordinances.

C. General Program Requirements:

Applicable DJJ Regulations for Nonresidential Services Part 1 General Provisions (6VAC35-150-10 et seq.) and Part III Programs and Services; General Requirements (6VAC35-150-425 et seq.) (Last updated 7.1.14)

1. The Successful Offeror shall provide group services (to include a community service component as mentioned above) to juveniles referred as referenced above. The VJCCCA office will forward completed referrals to the Successful Offeror. Placement in the group by the Successful Offeror shall be in a timely manner and in coordination with the VJCCCA Office.

Exceptions must be approved, in advance, by the VJCCCA Coordinator/designee. The VJCCCA Coordinator will determine group size based on funding availability and total number of referrals received. Unless ordered by the Court or approved by the VJCCCA Coordinator/designee, juveniles are not to be re-referred into the program due to initial non-compliance.

2. Admission and Release Criteria: All referral packets shall come through the VJCCCA Office and written on the format approved by the VJCCCA Coordinator. Any emergency referral is to be approved by the VJCCCA Coordinator. Unless approved by the VJCCCA Coordinator/designee, families who fail to comply with program requirements including attendance are to be discharged from the program.
3. Location: All services are to be located within Henrico County, handicap accessible and at locations in both the eastern and western areas of the County reasonably accessible to all participants.
5. Conformance to Standards: The Successful Offeror shall conform to any and all applicable DJJ Regulations for Nonresidential Services as referenced above. The Offeror shall be responsible for securing and maintaining these standards including any updates or revisions. All Offerors shall operate the program and provide services in accordance with any and all applicable federal, state and local statutes and ordinances.
6. Staff Requirements: The Successful Offeror's staff facilitating groups shall have at least a bachelor's degree in sociology, social work, counseling, education or some related field acceptable to the VJCCCA Coordinator. ~~Proposals should clearly indicate any staff fluent in Spanish. Proposals shall include an updated resume and college transcripts (unofficial is acceptable) of all staff providing direct services under this contract. In addition, resumes and transcripts of direct staff supervisors and administrators shall also be provided to the proposal. Licensure verification of said staff shall also be included. The proposal shall clearly designate the Program Coordinator assigned to this contract.~~

All staff shall be qualified and well trained for the positions and duties to which they are assigned. At least one of the two facilitators assigned to a group shall maintain current first aid and CPR certification. Direct staff shall have access to a licensed clinical therapist on an as needed basis. Staff shall not provide transportation to families actively involved in the program.

8. Security Background Investigation: The Successful Offeror or their employees performing service under the terms of contract shall undergo security background investigations, provided by the Successful Offeror, which, at a minimum, include the following:
  - a. Fingerprint checks (State Police);
  - b. Local agency checks (Local Police, Sheriff's Department, etc.);
  - c. Employment verification/references;
  - d. Verification of education and licensure;
  - e. Computer checks with the Virginia Criminal Information Network (VCIN), and Virginia Department of Motor Vehicles (DMV);
  - f. Social Services: Child Abuse and Neglect Central Registry Search.
9. Successful Offeror shall conduct a review of the reports of the security background investigations to ensure that only those employees whose record(s) show no convictions or founded juvenile protective service complaints for acts, which would present a risk or threat to the clients served under this contract, are assigned as direct service providers. When there are indications that an individual who is providing services poses a direct threat to the health and safety of a juvenile, others at the program, or the public, the program administrator shall immediately require the individual be removed from contact with the juveniles until the situation is abated or resolved.
  - a. By submitting their proposals, Offerors certify that they understand this requirement, and if awarded a contract, they shall comply.
  - b. Offerors further understand that failure to submit to any of the above requirements or failure to provide the VJCCA Coordinator with an acceptable explanation of derogatory information obtained through background investigations is a breach of contract and may result in termination of the contract.
  - c. It will be the responsibility of the Successful Offeror to ensure all record checks are in compliance with DJJ Regulations for Nonresidential Services and completed on any new staff assigned to the contract after contract award.
  - d. The Successful Offeror shall provide the VJCCA Coordinator all required information on any staff hired after contract award and annual verification by July 1 of each year that all direct services staff have met the background check requirement.
  - e. The Successful Offeror will notify the VJCCA Coordinator immediately of any misconduct on the part of those employees having contact with juveniles while in the program. Unless notified otherwise by the VJCCA Coordinator, the Successful Offeror or employee shall have no further contact with the juvenile or the juvenile's family.
15. First-Aid Kits: A well-stocked first-aid kit shall be kept in the building used by the Successful Offeror and shall be readily accessible for minor injuries and medical emergencies.
16. Fire Safety: Staff conducting group sessions are to be aware of the fire evacuation plan at each of the locations being utilized. Families in attendance should be advised of the plan.
17. Medical Emergencies and Delivery of Medication: The Successful Offeror shall have written policy and procedures regarding response to medical emergencies while youth are in the program and the delivery of medication that prohibits staff from delivering medication or either (i) permits or (ii) prohibits self-medication by participants and only when medically necessitated. Notwithstanding any other provisions of this program to the contrary, all medication delivery shall be in accordance with the laws of the Commonwealth of Virginia.



18. **Liaison Services:** The Successful Offeror shall designate a Program Coordinator to handle and assist in any and all problems concerning contract administration, communications and relations with the VJCCCA Coordinator. The Program Coordinator shall meet monthly with the VJCCCA Coordinator or as often as requested by the VJCCCA Coordinator. The VJCCCA Coordinator will be responsible for handling all communication, concerns and issues related to this contract.
19. **Confidentiality of Records:** The Successful Offeror shall maintain the confidentiality of records in accordance with applicable laws and regulations; however, the Successful Offeror shall provide complete access to said records to the VJCCCA Coordinator and applicable DJJ personnel. It shall be the responsibility of the Successful Offeror to secure and maintain these records in accordance with all applicable statutes, rules and regulations including DJJ Regulations for Nonresidential Services regarding case management of files.
20. **Behavior Management:** The Successful Offeror shall provide a behavior management process with specific expectations for behavior and appropriate consequences utilizing positive reinforcements and promoting pro social behaviors. Program staff is responsible for managing juveniles' behavior and shall not delegate this responsibility to other juveniles. The Successful Offeror shall provide written policy and procedures to the VJCCCA Coordinator on the handling of participant's behavior while in the program. The VJCCCA Coordinator shall have final approval of the behavior management process initiated by the Offeror.
21. **Incident documentation and Reporting:** The Successful Offeror shall document, report and complete all required documents for serious incidents as defined and required by DJJ policies and procedures and shall ensure they have current reports as provided by DJJ. The Serious Incident Report may be found in the Virginia Department of Juvenile Justice VJCCCA Manual. As required by DJJ policies and procedures, all serious incidents are to be verbally reported immediately to the VJCCCA Coordinator and referring CSU staff member (if referred from the CSU) and followed up in writing to the VJCCCA Coordinator and referring CSU staff member within 24 hours of the incident.
22. **Grievance/Complaint Procedures:** The Successful Offeror shall have and adhere to grievance/complaint procedures which ensure the family's access to at least one level of appeal to the VJCCCA Coordinator as designated by the Department of Juvenile Justice to handle such appeals on any matter that could not be resolved by the Successful Offeror's administrative staff. All families shall be advised of this procedure in writing, acknowledged by juveniles and parent/legal guardian signature upon admission to the program. No adverse action(s) shall be taken against a family for filing a grievance/complaint. This process is not to replace any licensing requirements for grievance or appeals that shall be directed to the Successful Offeror's Licensing Board.
23. **Removal of Juvenile:** In order to ensure the safety of the program and its participants, the Successful Offeror may remove a juvenile and/or parent/legal guardian from the program and on the following business day shall advise the VJCCCA Coordinator of such action. In any other circumstance, no family member may be removed from the program unless approved by the VJCCCA Coordinator.

24. Community Service Requirements: The Successful Offeror shall provide in-sight supervision of juveniles while they are performing community service.
- a. The Successful Offeror shall ensure each youth have the required quantity of safety equipment needed to perform the community service work;
  - b. The Successful Offeror shall provide safety training and the training necessary to perform assigned duties.

NOTE: All community service providers and assigned staff are to comply with child labor laws identified in the Virginia Administrative Code (16VAC15-30-Index of hazardous occupations) and those in the Code of Federal Regulations Title 29 part 570 Child Labor Regulations, Orders and Statements of Interpretation (Subpart C - Employment of Minors Between 14 and 16 Years of Age, Subpart E- Occupations Particularly Hazardous for the Employment of Minors Between 16 and 18 Years of Age or Detrimental to Their Health or Well-Being, and Subpart E-1 Occupations in Agriculture Particularly Hazardous for the Employment of Children Below the Age of 16.

23. Inspection/Monitoring of Program: Without prior notification, all facilities and programs for non-residential care under a contract resulting from this document are subject to inspection by the VJCCCA Coordinator and/or DJJ representative. In addition, the Successful Offerors shall ensure access to their facilities, employees and records by any other agency carrying out its responsibilities of investigating child protective services complaints.
24. Media: The Successful Offeror shall have written procedures regarding contact with the media with a clear understanding information regarding participants is to remain confidential.
25. Juveniles' Rights: The Successful Offeror shall comply with the following:
- a. Juveniles shall not be excluded from a program nor be denied access to services based on race, ethnicity, national origin, color, religion, sex, physical disability, or sexual orientation.
  - b. Juveniles shall not be subjected to:
    - i. Deprivation of drinking water or food necessary to meet daily nutritional needs except as ordered by a licensed physician for a legitimate medical purpose and documented in the juvenile's record;
    - ii. Any action that is humiliating, degrading, or abusive;
    - iii. Corporal punishment;
    - iv. Unsanitary conditions;
    - v. Deprivation of access to toilet facilities; or
    - vi. Confinement in a room with the door so secured that the juvenile cannot open it.
28. Juvenile Participation in Research: The Successful Offeror shall have written procedures complying with the applicable research provisions in 6VAC35-150-130. Confidentiality of records shall comply with applicable laws and licensing requirements.

29. Child Abuse and Neglect: When there is a reason to suspect that a child is an abused or neglected child, the program or service provider shall report the matter immediately to the local department of social services as required by Article 2 (§ 63.2-1508 et seq.) of Title 63.2 of the Code of Virginia and shall be documented in the juvenile's record.
30. Physical Setting: The Successful Offeror shall comply with all applicable building, fire, sanitation, zoning and other federal, state, and local standards and shall have premises liability insurance. The inside and outside of all buildings shall be kept clean, in good repair, and free of rubbish.
31. Physical and Mechanical Restraints and Chemical Agents: Only staff who have received DJJ department-approved training may apply physical restraint, and only as a last resort after less restrictive behavior intervention techniques have failed, to control youth whose behavior poses a risk to the safety of the group, others, or the public, or to avoid extreme destruction of property.
  - a. Staff shall use the least force necessary to eliminate the risk and shall never use physical restraint as punishment or with intent to inflict injury;
  - b. The application of physical restraint shall be fully documented in the juvenile's record, including the (i) date and time of the incident, (ii) staff involved, (iii) justification for the restraint, (iv) less restrictive interventions that were unsuccessfully attempted prior to or harm that would have resulted without using physical restraint, (v) duration, (vi) method and extent of any physical restraint techniques used, (vii) signature of the person completing the report, and (viii) reviewer's signature and date;
  - c. Staff whose job responsibilities include applying physical restraint techniques, when necessary, shall receive training sufficient to maintain a current certification for the administration of the physical restraints;
  - d. Mechanical restraints shall not be used for behavior management purposes;
  - e. Chemical agents, such as pepper spray, shall not be used by staff for behavior management purposes.

C. Reporting and Service Delivery Requirements:

1. The Successful Offeror shall maintain confidential case files on each family referred for services and all files shall be kept up to date and in a uniform manner. Files shall contain the referring paperwork as provided by the VJCCA Office and discharge summary. These records are to be maintained in accordance with DJJ Regulations for Nonresidential Services (6VAC35-150-510) to include:
  - a. A separate case record shall be kept up to date and in a uniform manner;
  - b. The juvenile case record shall contain current identifying and demographic information as indicated on the Referral Form; court order if applicable; signed VJCCA rules, and dates of acceptance and release.
2. The Successful Offeror shall ensure sound fiscal management of their program and manage their finances in accordance with generally accepted accounting principles. All financial records related to the program are subject to an independent audit or examination by the VJCCA Office or DJJ personnel.
3. The Successful Offeror shall notify the VJCCA Office via e-mail by the following business day if a family fails to show for a scheduled group.

4. The Successful Offeror shall write and provide to the VJCCCA Office a discharge summary within two weeks from group end date. If youth are discharged prior to the anticipated group end date, discharge summaries are to be provided within one week from discharge. This discharge summary shall include a summary description of material covered during the sessions, community service project completed, an attendance sheet, a clinical evaluation on each referred family and any recommendations for additional services. The VJCCCA will review specific requirements with Successful Offeror after contract award. The evaluation may include but is not limited to:
  - a. Juvenile's name;
  - b. Parent/Legal Guardian name;
  - c. Presiding Judge and Docket Number (if applicable);
  - d. Successful or Unsuccessful completion status;
  - e. Referral source;
  - f. Names of facilitators;
  - g. Attendance dates and dates of completion;
  - h. Level of participation;
  - i. Clinical summary of family's response to the program;
  - j. Any recommendations for the family to other community resources,
5. The Successful Offeror's Program Coordinator shall meet at least monthly with the VJCCCA Coordinator to review cases that have been referred, resolve concerns, discuss scheduling, billing and review services being provided.
6. The Successful Offeror is to have each family complete an evaluation at the end of the program to indicate their opinions related to the program and curriculum. The Successful Offeror shall also have each youth complete an outcome survey to measure the youth's ability to identify thoughts that led to their involvement in the behavior/offense as well as a counter thought for future situations. Copies are to be provided to the VJCCCA Office after each group. If requested by the VJCCCA Coordinator, the Successful Offeror shall write and provide an annual evaluation of the program and ensure data is gathered for completion of the annual evaluation to assess the program's effectiveness.
7. The Successful Offeror shall destroy all confidential information initially provided on the family as per applicable licensing requirements.
8. The Successful Offeror shall submit billings and necessary Community Program Reporting (CPR) information in a format provided by the VJCCCA Coordinator. All billings and information shall be provided to the VJCCCA Office by the 5<sup>th</sup> of the month following the month during which services were provided. This information and format will be provided to the Successful Offeror at contract award.
9. To comply with the provisions of this Contract, the Successful Offeror shall make available all records requested by the auditor, designated DJJ personnel or VJCCCA Coordinator.
10. The Successful Offeror shall, subject to the approval of the VJCCCA Coordinator, develop and implement a plan to disseminate information regarding this program model.

**III. COUNTY RESPONSIBILITIES**

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

**IV. ANTICIPATED PROCUREMENT SCHEDULE**

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	August 12, 2022
Questions Due	September 1, 2022; noon
Receive Written Proposals	September 23, 2022; 2:00 p.m.
Conduct Oral Interviews with Offerors	October, 2022
Negotiations Completed	October, 2022
Award Contract	October, 2022
Services Begin	November, 2022

**V. GENERAL CONTRACT TERMS AND CONDITIONS**

**A. Annual Appropriations**

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

**B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

**C. Collusion**

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
  - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
  - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
  - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
  - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
  - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
  - f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
  - g. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the

County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.

- h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. Termination for Convenience
  - a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
  - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
  - c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
  - d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
  - e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

G. Drug-Free Workplace to be Maintained by the Contractor

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

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything



of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror shall be fully responsible for any costs associated with injury or death of a participant out of negligence, willful abuse or misconduct on the part of the Successful Offeror or their employees or agents. The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (**Attachment E**).

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any

necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

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 or other business form must 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.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). 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 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contract Period

1. The contract period shall be for one year from time of execution of the contract. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.

3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

EE. Non-Exclusive Contract Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject to this Request for Proposal from other sources.

FF. Occupational Safety & Health Policy Statement  
The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

GG. Cooperative Procurement  
This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

## VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information

requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). **(Attachment D)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.]
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon on September 1, 2022 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

## **VII. PROPOSAL RESPONSE FORMAT**

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
1. Table of Contents  
All pages are to be numbered.
  2. **Tab 1 – Introduction and Signed Forms**  
In this tab, the following items should be provided:
    - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
    - b. Proposal Signature Sheet – **Attachment A**
    - c. Business Classification Form – **Attachment B**
    - d. Virginia State Corporation Commission Registration Information – **Attachment C**
    - e. Proprietary/Confidential Information – **Attachment D**
  3. **Tab 2 – Statement of the Scope**  
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
  4. **Tab 3 – Organization Overview, Qualifications and Experience**  
In this tab, offerors should demonstrate the Offeror's and their staff's qualifications in providing the services as requested in Scope of Services requested by this RFP in Section II. Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services requested in this RFP for similar size and scope. Documentation should include a list of reference customers (no less than 3) that the Offeror provided these services to in the past or that the offeror is currently providing these services. Provide appropriate documentation to support:
    - a. Years in business outlining the company history;
    - b. References as described above;
    - c. Experience with a project of this magnitude;
    - d. Resumes, licensure verification and college transcripts (unofficial), of direct staff, supervisors and administrators that would be assigned this project;
    - e. Job descriptions of staff assigned and qualifications and duties for the position. Training and experience in group facilitation, family-based services and family systems, developmental stages of children and adolescents, conflict resolution, trauma, family relationships and patterns, coping skills, juvenile justice and problem solving is required.
    - f. Copies of current first aid and CPR certifications of staff providing direct services;
    - g. Copies of current driver's license of staff providing direct services;
    - h. Evidence of financial stability;

Additionally, if subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section



**5. Tab 4 – Service Approach and Implementation**

In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services requested by this RFP in Section II. In this section, offerors shall also include information on the proposed community service projects, curriculum, role model and speakers. Offers shall provide the following information as part of their proposal:

- a. Examples of the types of community services projects that would incorporate the programs learning strategies in the project.
- b. Provide information on the weekly model/curriculum to be used for the project for both youth and parent/guardian.
- c. Information on how the program shall encompass current research and best practice as evidenced above and specify what “best practice” model will be utilized.
- d. Provide a sample evaluation form to be filled out by the participants after they complete the program.
- e. What role models and guest speakers would be used for the project. Provide some information on about them.
- f. Indicate if your firm has policies and procedures for Medical Emergencies and Delivery of Medication in place;
- g. Indicate if our firm has Safety Training and training necessary to perform the assigned duties.
- h. Does your firm have written procedures regarding contact with the media and have a clear understanding information regarding participants is to remain confidential?
- i. Information as to the designated Program Coordinator assigned to the contract;

**6. Tab 5 – Pricing / Cost Proposal**

In this tab, offerors shall provide an all-inclusive cost for each two-hour session. Pricing shall include all services requested in the Scope of Services.

- a. There may be unique situations where the curriculum may need to be covered one on one with each family due to extenuating circumstances. This type of situation would consist of providing services one on one in lieu of a family participating in the group process. The VJCCA Coordinator will advise of such circumstances. Proposals are to include the hourly cost for these individualized sessions.

**7. (if needed) Tab 6 – Exceptions**

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror’s proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract

**8. (if needed) Tab 7– Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

**9. (if needed Tab 8 – Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response.

**VIII. PROPOSAL EVALUATION / SELECTION PROCESS**

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Criterion #1 – Functional Requirements</b> <i>(In accordance with Sec.VII Items (B)3 and (B7) this criterion considers the extent to which the Offeror’s proposal satisfies the services requested by the RFP and clearly demonstrates the work to be performed as specified in Sec.II)</i>	35
<b>Criterion 2 – Organization Overview, Qualifications and Experience</b> <i>(In accordance with Section VII, Item (B4), this criterion considers the Offeror’s qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the services solicited by this RFP as specified in Section II.)</i>	25
<b>Criterion 3 - Service Approach and Implementation</b> <i>(In accordance with Section VII, Item (B5), this criterion considers the Offeror’s service approach and implementation as requested by this RFP as specified in Section II.)</i>	15
<b>Price</b> <i>(In accordance with Section VIII, Item (B6), this criterion considers the Offeror’s pricing for completing the services requested by this RFP as specified in Section II.)</i>	20
<b>Quality of Proposal Submission / Oral Presentations</b> <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
<b>Total</b>	<b>100</b>

B. For goods, nonprofessional services, and insurance, 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. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. 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 provides the best value, and shall award the contract to that Offeror. 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.

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No. 22-2391-7EMF Weapons Program for Youth and Parents for Juvenile Detention.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

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

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  Yes  No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER

\_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent 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 liability company or other entity, at least 51 percent 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.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:



**ATTACHMENT E**  
**COUNTY OF HENRICO**  
**INSURANCE SPECIFICATIONS**

**The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.**

**Please be sure and review the Additional Requirements Section**

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

**Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

**Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate

## Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**  
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**  
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**  
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**  
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**  
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**  
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**  
\_\_\_\_\_



**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
*County of Henrico*  
*Risk Management*  
*PO Box 90775*  
*Henrico, VA 23273*



## **ATTACHMENT F** **SAMPLE CONTRACT**

### **[Non-Professional *or* Professional] Services Contract** **Contract No. [#]**

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”).

**WHEREAS** [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

**WITNESSETH** that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

**COMPENSATION:** The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

*[If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule]*

**CONTRACT TERM:** The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

*{or}*

**SERVICE SCHEDULE:** Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit [letter]).
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia *or* County School Board of Henrico County, Virginia]

[P.O. Box 90775 *or* 406 Dabbs House Road]

[Henrico, VA 23273-0775 *or* 23223]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
[Purchasing Director *or* County Manager *or* Superintendent]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date