



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

COMMONWEALTH OF VIRGINIA
County of Henrico

RFP No. 23-2528-5JEC

May 10, 2023
Request for Proposal ("RFP")
Parenting Groups

Your firm is invited to submit a proposal to provide Parenting Groups in accordance with the enclosed Specifications and General Terms and Conditions.

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 **June 1, 2023 at 2:00 PM** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

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 Jon Creger at Cre057@henrico.us by no later than **May 24, 2023**.

Very truly yours,

Jon Creger, VCA, VCO
Procurement Analyst II

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 to provide parenting groups to increase the effectiveness of their parenting skills in accordance with the Scope of Services section of the solicitation. These groups are for families who are served by the Henrico County Juvenile and Domestic Relations District Court (“HCJDRDC”) and the 14th District Court Service Unit (“14th CSU”) through a delinquency or child in need of supervision petition or by Henrico County Public Schools through a prevention services referral.

B. Background

1. The Henrico County Juvenile and Domestic Relations District Court (“HCJDRDC”), Virginia Juvenile Community Crime Control Act (“VJCCCA”) and Office and 14th CSU have 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. The parenting groups are part of the VJCCCA plan which is approved by both the Board of Supervisors of the County and the Virginia Department of Juvenile Justice (“DJJ”).
2. VJCCCA programs and services are funded with state and local appropriations through the Virginia Juvenile Community Crime Control Act (“VJCCCA”). The provisions of this RFP shall be subject to the appropriations of the necessary funds under VJCCCA. In the event these funds are reduced or terminated, the County shall have the right to terminate or modify the resulting contract immediately.
3. A review of current literature and studies indicates programming for parents of youth involved in juvenile justice emphasizes parents are a critical factor in the social development of their child. Studies have produced empirical findings that indicate parental behavior can either increase or decrease an adolescent’s risk for delinquency and other problem behaviors. Research studies indicate the importance of supportive parent-child relationships, positive discipline methods, close monitoring and supervision, parental advocacy for their child, parental pursuit of needed information and support that will help buffer youth against problem behaviors. In addition, studies have revealed that children are at risk of developing antisocial behaviors when they are exposed to ineffective parenting behaviors such as poor supervision, rejection, or harsh and inconsistent discipline. Specifically, research indicates that antisocial behavior of parents, unsupportive parents, physical and emotional abuse, limited parent-child involvement, inadequate parental monitoring/supervision, parental rejection, unhealthy parenting techniques and a negative discipline toward children have all been found to influence delinquent behavior¹.

“An extensive body of literature has shown that parents are a key factor in the prevention of problem behaviors (Catalano et al., 2011; Hawkins et al., 1992; Stone et al., 2012). For instance, favorable parental attitudes toward antisocial behavior, lack of clear guidelines

¹ R. D. Conger “Life-Course Contingencies in the Development of Adolescent Antisocial Behavior”, 1997; D. R. Huizinga “Recent Findings From the Program of Research on the Causes and Correlates of Delinquency”, 1995, K. L. Kumper and R. Alvarado “Effective Family Strengthening Interventions” 1997.

for behavior, poor monitoring, harsh or inconsistent discipline, and high levels of family conflict are predictive of more adolescent problem behavior (Herrenkohl, Lee, et al., 2012); therefore, these are known as risk factors. Alternately, strong parent-child bonding, opportunities for active involvement in the family, and recognition for positive behaviors are associated with less problem behavior (Herrenkohl, Hemphill, et al., 2012); thus, they are considered protective factors. Effective parent and family-based programs focus on changing known risk and protective factors. By intervening early in family dynamics, one can affect more distal (later) factors that predispose adolescents to problem behaviors. For instance, parenting behavior impacts children's internal norms (i.e., the acceptability of certain behaviors), as well as their expectations for harm due to risky behavior, both of which are closely associated with adolescent problem behavior. Similarly, family dynamics have been shown to affect the selection of antisocial peers in adolescence; deviant peers are, in turn, highly predictive of children's own substance use, violence, and delinquency (Haggerty and Kosterman, 2012; Skinner et al., 2009).”²

4. As the literature indicates, the program will be specially designed resource for parents with the purpose of enhancing family resiliency and decreasing risk factors. The program's goal is to provide group sessions to parents of youth referred by the 14th CSU or court ordered to promote improved family functioning, enhance communication skills, increase parenting skills, and reduce further delinquent behavior of the child. Referrals for this program may also originate from schools under VJCCCA prevention services to reduce truant behaviors of the child Cognitive-behavioral/solution focused strategies and psycho education builds on the intrinsic strengths of families; building parental confidence and empowering parent is utilized. The program is a viable option for the court and 14th CSU diversion to address those parents with skill deficits to increase their parenting skills and reduce their child's truant behaviors or further involvement in the juvenile justice system. In order to meet the needs of our Spanish Speaking population, groups may be provided in Spanish.
5. The County intends to award this contract to one (1) firm. Any existing parenting program currently being provided under a previous contract for parenting groups shall continue to be provided until services for the juvenile and parent are discontinued.

II. SCOPE OF SERVICES

The Successful Offeror shall provide the program locations, curriculum, labor, materials, and supervision and counseling services for the purpose of providing parenting groups.

A. Specific Program Requirements.

1. Offerors shall provide group sessions to parents of truant, delinquent or CHINS (“Child in Need of Services”) youth when parents have been identified in need of parenting skills. The children of said parent/s must meet VJCCCA criteria for placement. Their child exhibits behaviors that are due to lack of supervision, negative peer group, poor self-esteem, substance abuse, and school related issues. Parents may be identified as having

² Haggerty KP, McGlynn-Wright A, Klima T. “Promising Parenting Programs for Reducing Adolescent Problem Behaviors”, Journal of Children's Services. 2013; 8 (4):10.1108/JCS-04-2013-0016. doi:10.1108/JCS-04-2013-0016.)

difficulties with providing appropriate supervision, age-appropriate consequences, inconsistency in discipline, who may be overwhelmed, unable to enforce consequences or are isolated from a support system. The group consists of five (5) – two (2) hour sessions that utilizes cognitive-behavioral therapy techniques and strength-based intervention. Incorporates STEP, Parenting Teenagers (Systematic Training for Effective Parenting). Curriculum encompasses parental skill building, appropriate parenting skills, developing parenting action plans to include effective limit setting, developmentally appropriate behavior, appropriate consequences/discipline, family value systems and strength based family roles, appropriate and clear communication, anger management, the importance of parental roles, supervision, accepting personal responsibility and responsibilities of being a parent, assisting parents in building relationships with their child, noncustodial parent, school personnel, community resources and court personnel.

2. This program shall be available to the parent(s) or legal guardian(s) of youth who have come before Intake, the Court, or referred to by schools and are in need of heightened parenting skills who could benefit from the material covered in the program. Parents must have the ability to function in a group setting. The children of these parents may be before Intake or the Court on either a Child In Need Of Supervision – Truancy, Child In Need of Supervision - Runaway or a misdemeanor delinquent offense. The program shall be broken down into five (5) – two (2) hour weekly or bi-weekly increments with two facilitators in each group session. Parents of these identified youth will be referred by the schools under the prevention section of VJCCCA programming, by the 14th CSU (diversion and probation) and/or ordered by the HCJDRDC to attend these groups.
3. Evidence-based curriculum and strength-based programming to be utilized emphasizing cognitive behavioral strategies. The program shall encompass current research and best practices. 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. Group locations are to be established in both the eastern and western sections of the County with locations approved in advance by the VJCCCA Coordinator.
4. A prepared curriculum/learning strategy/plan(s) for each of the meetings of an assigned parenting session as identified in this RFP. A maximum of ten (10) groups will run per fiscal year unless prior approval is secured in advance by the VJCCCA Coordinator.
5. Specific group services to referred parent/legal guardian of youth as identified in program referral criteria below:
 - a. Parents of youth between the ages of 11 -17 with anticipated targeted age range of 11 - 14;
 - b. Parents of youth with a first offense CHINS (Supervision or Runaway), delinquent offense, or school truant behavior;
 - c. Parents of youth exhibiting behaviors that are due to lack of supervision, negative peer group, poor self-esteem, substance abuse, and school related issues;
 - d. Parents who are identified as having difficulties with providing appropriate supervision, age-appropriate consequences, inconsistency in discipline, who may be overwhelmed, unable to enforce consequences or are isolated from a support system;

- e. The 14th CSU completed Youth Assessment Screening Inventory (YASI) assessment reflects low/moderate risk to reoffend with low/moderate protective factors, although high risk youth will not be excluded from the program;
 - f. Parent/guardian and child are considered posing minimal/moderate threat to public safety;
 - g. Parent/guardian are considered amenable to treatment within the community and without mental health concerns that would impede ability to actively engage in group dynamics and intervention.
6. Presented age-appropriate information on identified topic areas as follows:
- a. Strength based parental skill building and healthy parenting techniques;
 - b. Teaching and modeling appropriate parenting skills and developing parenting action plans to include effective limit setting, effective communication skills, developmentally appropriate behavior, appropriate consequences/discipline and effective parenting skills;
 - c. Teaching, enhancing and modeling appropriate and clear communication, anger management and conflict resolution skills;
 - d. Assisting parents in effectively acknowledging and developing mutual support of their child's feelings;
 - e. Discussing the importance of parental roles, supervision, accepting personal responsibility and responsibilities of being a parent;
 - f. Assisting parents in building relationships with their child, noncustodial parent, school personnel, community resources and court personnel;
 - g. Parental expectations for appropriate behavior of their child;
 - h. Age-appropriate consequences;
 - i. Parental acceptance and increase of positive reinforcement and consistent discipline;
 - j. Appropriate and effective parental monitoring and supervision;
 - k. Healthy parent/child engagement;
 - l. Impact of social media on the child and benefit of parental supervision/monitoring of child's usage;
 - m. Monitoring child's associations with peers and impact of negative peers on the child's self-awareness;
 - n. Identifying and increasing family protective factors while reducing risk factors;
 - o. Parental and family community support benefits;
 - p. Substance use and abuse education;
 - q. Impact of parental physical and emotional abuse on the child;
 - r. Impact of family conflict on child's development;
 - s. Increasing parent/child bonding;
 - t. Impact of parental favorable attitudes toward their child's delinquent behavior;
 - u. Identifying and increasing family protective factors while reducing risk factors;
 - v. Reducing the child's risk factors;
 - w. Modeling of effective collaboration and advocacy of community resources to benefit their child;
 - x. Providing an opportunity for participants to practice learned skills.
 - y. Providing referral information to assist the parent/s or legal custodian/s in job skills training, housing, social services, nutrition, healthcare etc. as well as referrals to school

and community resources as necessary in order for each family to succeed in increasing family engagement.

7. Inclusion of an array of teaching modalities to include but not limited to: classroom discussion, interactive role-play, homework, appropriate videos, guest speakers, coaching and modeling behavior.
8. Guidance and facilitation of group discussions with two facilitators present for each session.
9. Letters to parents at least two weeks prior to group starting, to include contact information, summary of program, 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.
10. Telephone contact with parents at least one week prior to the group starting to remind them of group logistics. (NOTE: If family contact information is invalid, contact is to be made with the VJCCCA Office to secure updated information.)
11. Notification to the VJCCCA Office as soon as possible of any concerns, issues, inability to contact family etc. that may impede the family's successful attendance in the program.
12. Written records of contacts with each parent, parent's weekly attendance and progress. Attendance records are to be provided to the VJCCCA Office weekly.
13. Notification to 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.
14. Written discharge summaries on all parents enrolled in the program as referenced in detail under Reporting Requirement Section C.
15. Staff availability to families by telephone 24 hours a day, seven days per week while group is in process.
16. Written summaries of the material to be covered, general rules of conduct, expectations of each participant, program rules and expectations including discharge for noncompliance with program rules to each parent at the first group session. The juvenile and parent/legal guardian are to sign the paperwork with a clear understanding of the program's material and requirements.
17. Attendance to any court hearing upon the request of the Court.
18. Copies to the VJCCCA Coordinator of any subsequent modifications to the program prior to implementation.
19. Additional training or information as required by the VJCCCA Coordinator.

20. Program evaluations completed by each parent at the end of the program with copies submitted to the VJCCCA office within 2 weeks of the last group session.
 21. Parents are expected to attend all sessions and comply with VJCCCA policies and procedures. The parents' progress in the group is based on attending all sessions as required, actively participating and complying with rules and procedures. The Successful Offeror shall utilize a strength-based approach that targets resiliency and protective factors and incorporates topic areas as identified above.
 22. 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 but are not limited to service delivery, curriculum, behavior management system, intervention policies, security measures, educational program, community service projects, and all material utilized in the group.
- B. General Program Requirements.
1. Time Frames - The Successful Offeror shall provide group services to parents referred by the 14th CSU, the Court, or schools. After review of the above referral criteria, the referring 14th CSU shall provide to the VJCCCA Office the following information: fully completed VJCCCA Referral Form, VJCCCA Rules, YASI and Court Order (if applicable). Identified school staff will complete the prevention referral as provided by the VJCCCA Office to include parent and youth signatures and input. Upon receipt, referrals will be forwarded by the VJCCCA Office 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, parents are not to be re-referred into the program due to initial non-compliance.
 2. Admission and Release Criteria - As indicated above, parents must be ordered by the HCJDRDC or referred by the 14th CSU or Schools to be placed in the program. All referrals 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 the County, must be handicap accessible and at locations in both the eastern and western areas of the County reasonably accessible to all participants. Proposals are to include the address of all offices that may be utilized in service delivery, including the main administrative office location.
 4. Conformance to Standards - The Successful Offeror shall conform to all applicable DJJ Standards for Juvenile Non-Residential Facilities during the course of the contract. 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 all applicable federal, state, and local statutes and ordinances.

5. 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. All staff shall be qualified and well trained for the positions and duties to which they are assigned. Training and experience in group facilitation, family-based services and family systems, developmental stages of children and adolescents, effective parenting, conflict resolution, trauma, family relationships and patterns, coping skills, juvenile justice, and problem solving. At least one of the two facilitators assigned to a group shall maintain current first aid and CPR certification. Updates to these shall be provided to the VJCCCA Coordinator and shall remain current. 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.

6. Security Background Investigation - The Successful Offeror's employees performing the services specified in this RFP shall undergo security background investigations which shall, at a minimum include the following: state fingerprint checks (State Police), local agency checks (Local Police, Sheriff's Department, etc.), employment verification/references, verification of education and licensure, computer checks with the Virginia Criminal Information Network (VCIN) and Virginia Department of Motor Vehicles (DMV) and Social Services' Child Abuse and Neglect Central Registry Search.
 - a. Successful Offerors 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.
 - b. By submitting their proposals, Successful Offerors certify that they understand this requirement, and if awarded a contract, they shall comply. Successful Offerors further understand that failure to submit to any of the above requirements or failure to provide the VJCCCA 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 Standards for Nonresidential Services and completed on any new staff assigned to the contract after contract award.
 - d. It is the responsibility of The Successful Offeror to provide the VJCCCA Coordinator all required information on any staff hired after contract award and annual verification each June that all direct services staff have met the background check requirement. If awarded a contract, the Offeror will notify the VJCCCA Coordinator immediately of any misconduct on the part of those employees having contact with juveniles while in the program.
 - e. Unless notified otherwise by the VJCCCA Coordinator, the Successful Offeror or employee shall have no further contact with the juvenile or the juvenile's family.

7. 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.
8. 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 shall be advised of the plan.
9. Medical Emergencies and Delivery of Medications - The Successful Offeror shall have written policies and procedures regarding response to medical emergencies while parents 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.
10. Liaison Services - The Successful Offeror shall designate in writing a Program Coordinator to handle and assist in all problems concerning contract administration, communications, and relations with the VJCCA Coordinator. The Program Coordinator shall meet monthly with the VJCCA Coordinator or as often as requested by the VJCCA Coordinator. The VJCCA Coordinator will be responsible for handling all communication, concerns and issues related to this contract.
11. 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 VJCCA 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 Standards for Non-Residential Services regarding case management of files. The Successful Offeror is responsible for ensuring all files are held as per DJJ Standards and/or licensing requirements and shall destroy all confidential information initially provided on the family as per said requirements.
12. Behavior Management - The Successful Offeror shall provide a behavior management system with specific expectations for behavior and appropriate consequences utilizing positive reinforcements and promoting pro social behaviors. Program staff are responsible for managing participant's behavior and shall not delegate this responsibility to other program participants. The Successful Offeror provide written policy and procedures to the VJCCA Coordinator on the handling of juvenile's behavior while in the program. The VJCCA Coordinator shall have final approval of the behavior management system initiated by The Successful Offeror.
13. Independent 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 VJCCA Manual. As required by DJJ policies and procedures, all serious incidents are to be verbally reported immediately to the VJCCA Coordinator and referring CSU

staff member and followed up in writing to the VJCCCA Coordinator and referring CSU staff member within 24 hours of the incident.

14. Grievance/Complaint Procedures - The Successful Offeror shall have and adhere to grievance/complaint procedures which ensure the participant's access to at least one level of appeal to the VJCCCA Coordinator 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 and acknowledged by participant's 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.
15. Removal of Participant - In order to ensure the safety of the program and its participants, the Successful Offeror may remove a participant from the program and on the following business day shall advise the referring probation officer and VJCCCA Coordinator of such action. In any other circumstance, no participant may be removed from the program unless approved by the VJCCCA Coordinator.
16. Inspection/Monitoring of Program - Without prior notification, all facilities and programs for non-residential care are subject to inspection by the VJCCCA Coordinator and/or DJJ representative. The Successful Offeror shall ensure access to their facilities, employees and records by any other agency carrying out its responsibilities of investigating child protective services complaints.
17. Injury/Death - The Successful Offeror shall be fully responsible for any costs associated with the injury or death of a participant out of negligence, willful abuse, or other misconduct on the part of the Successful Offeror or their employees or agents. The Successful Offeror shall indemnify and hold harmless the County of Henrico, Virginia and its officers, agents, and employees as a result of any costs incurred by the County of Henrico, Virginia and its officers, agents and employees arising out of any injuries or death of a participant participating in this program.
18. Drug-Free Workplace – The Successful Offeror shall have and enforce a written drug-free workplace policy.
19. Media - The Successful Offeror shall have written procedures regarding contact with the media with a clear understanding of how participant's information must comply with applicable laws related to confidentiality.
20. Participant's Rights – The Successful Offeror shall comply with the following:
 - a. Participants shall not be excluded from a program nor be denied access to services on the basis of race, ethnicity, national origin, color, religion, sex, physical disability, or sexual orientation; and
 - b. Participants shall not be subject 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 parent'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 parent cannot open it.

21. Participant's 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.

22. Child Abuse and Neglect - When there is a reason to suspect that a participant's child is an abused or neglected child, the Successful Offeror 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 participant's record.

23. 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.

24. Physical and Mechanical Restraints and Chemical Agents - Only Successful Offeror 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, if a participant's behavior poses a risk to the safety of the group, others, or the public, or to avoid extreme destruction of property.

- a. The Successful Offeror's 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. The application of physical restraint shall be fully documented in the participant'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.
- b. The Successful Offeror's 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. Mechanical restraints and 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 participant 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, service delivery

information and discharge summary. These records are to be maintained in accordance with DJJ standards and/or any applicable state or federal regulations. All written communication with the family is to be in their native language and documented accordingly.

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 VJCCCA Office or DJJ personnel.
3. The Successful Offeror shall notify the VJCCCA Office via e-mail by the following business day if a parent fails to show for a scheduled group.
4. The Successful Offeror shall write and provide to the VJCCCA Office, two weeks from group end date, a discharge summary. The discharge summary is to include the dates of program, summary description of material covered during the sessions, parent's level of participation, attendance, program compliance, clinical summary of parent's response to services and any clinically sound recommendations for additional services that may benefit the family following program completion. (NOTE: Discharge summaries are to be completed within 1 week after confirmation of discharge by the VJCCCA Office for families discharged prior to the anticipated ending group date. Attempts to contact the parent are to be included in the discharge summary.) The VJCCCA Office will dispense copies of discharge summaries to the respective Judge and/or applicable referring intake/probation officer. The evaluation is also to include but is not limited to:
 - a. Juvenile's name and DJJ (JTS) assigned number;
 - b. Parent/Legal guardian name;
 - c. Presiding Judge and docket number;
 - d. Successful or unsuccessful completion status;
 - e. Referring 14th CSU probation officer or VJCCCA Case Manager;
 - f. Names of facilitators;
 - g. Attendance dates and dates of completion; and
 - h. Any other information as required by the VJCCCA Coordinator.
5. The Successful Offeror 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 shall require each participant to complete a program evaluation at the end of the group series and provide copies to the VJCCCA Office after each group. All paperwork is to be in the family's native language. If requested the Successful Offeror shall write and provide an annual evaluation of the program to the VJCCCA Coordinator and ensure data is gathered for completion of the annual evaluation to assess the program's effectiveness. This annual evaluation may include but shall not be limited to the following:
 - a. Collection and maintenance of data to include demographics, parent completed program evaluations and any 12-month recidivism data that may be required;

- b. Information regarding the number of referrals, referring offense, acceptance rate, monthly utilization rate, successful and unsuccessful termination rates and average length of stays;
 - c. Pre and post-test evaluation material; and
 - d. Any additional information necessary as requested by the VJCCCA Coordinator.
7. The Successful Offeror shall destroy all confidential information initially provided on the parent as per applicable licensing requirements.
 8. The Successful Offeror shall submit billings and necessary Community Program Reporting (CPR) information as required by DJJ in a format provided by the VJCCCA Coordinator. All billings and information shall be provided to the VJCCCA Office by the 5th of the month following the month during which services were provided. This information may include, but is not limited to: Juvenile’s name, DJJ juvenile tracking number (JTS), Judge and Court docket number, parent/legal guardian name, assigned 14th CSU staff member or VJCCCA Case Manager, dates and hours services were received, attendance record of participants, location of services and total cost of services for the month, per group.
 9. The Successful Offeror shall make available all records requested by the auditor, designated DJJ personnel or VJCCCA Coordinator.
 10. Subject to the approval of the VJCCCA Coordinator, the Successful Offeror shall develop and implement a plan to disseminate information regarding this program.

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	May 10, 2023
Questions Due	May 24, 2023
Receive Written Proposals	June 1, 2023
Conduct Oral Interviews with Offerors	June 2023
Negotiations Completed	June 2023
Award Contract	June/July 2023

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 it is determined that the Successful Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Offeror the opportunity to cure.
 - h. 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.
 - i. 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 (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to 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 sole negligence of the County.

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 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 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 a period of one year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 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 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 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 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 May 24, 2023 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.
- L. Responsible Offeror Certification
 - a. “Responsible offeror” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
 - b. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency.
 - c. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted.
 - d. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.
 - e. As part of its submission, Offeror must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If Offeror cannot make such certification, Offeror must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Offeror or Offeror’s officer, director, partner, or owner from

participating in any procurement on any federal, state, or local government body's contract.

- f. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
- g. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
- h. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Offeror nonresponsible.
- i. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

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 – Offeror Qualifications, Experience, Resumes and Financial Capacity.
In this tab, offerors shall demonstrate the Offeror's, and their staff's qualifications, and experience in providing the services as requested in this RFP. Submit a Business Summary, including years in business, years in business under the Offeror's present name and information documenting the Offeror's financial stability. Offerors shall provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP for no less than five (5) years. Proposals shall include an updated resume and college transcripts (unofficial is acceptable) of all staff providing

direct services to juveniles and their families under this contract as well as licensure verification of those licensed to provide services. 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. Copies of current driver's license, first aid and CPR certifications shall be included in the Offerors' proposals. The Successful Offeror are responsible for ensuring applicable staff receive annual training as required by their licensing agency. Upon request by the VJCCCA Coordinator, training records shall be available for review. Offerors shall provide information on the ability to provide bilingual staff members who are fluent in Spanish.

5. Tab 4 – References

In this tab, offerors should provide a minimum of three (3) references, who can attest to the Offeror's past performance to provide services similar to those required in this contract. The information provided should include contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed. Offerors may not use Henrico County as one of their references.

6. Tab 5 – Service Approach/Implementation of Services

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 in the Scope of Services. Offerors shall provide the following:

- a. sample pre-test, post-test, and program evaluation;
- b. samples of all materials utilized with the curriculum;
- c. descriptions of sites where sessions are conducted in both the eastern and western parts of the County;
- d. proposed community service projects;
- e. and if subconsultants are to be utilized, provide the services they will be providing.
- f. If an established best practice parenting group model curriculum is utilized by the offeror, the details of said curriculum are to be incorporated. The number of group hours used within such a curriculum are to be clearly delineated in the proposal and may include adjustments to the five sessions as long as each session is clearly identified in terms of material covered.

7. Tab 7 – Pricing / Cost Proposal

In this tab, offerors shall provide a completed Hypothetical Pricing Scenario (Attachment G). Offerors may include a list of rates for additional services offered with their proposal.

8. Tab 7 – 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.

9. Tab 8 – Assumptions
In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.
10. Tab 9 – 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:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VIII, Item B3 and B8, this criterion considers extent to which the Offeror’s proposal satisfies the services specified in Sec. II of this RFP)</i>	30
Implementation of Services/Project Management <i>(In accordance with Section VIII, Item B6, this criterion considers the Offeror’s project approach to implement the services specified in Section II.)</i>	20
Experience & Qualifications <i>In accordance with Section VIII, Item B4 and B5, this criterion considers the Offeror’s, their individual proposed assigned staff, and their subconsultants qualifications and experiences with working projects or contract of similar size and scope as specified in Section II of this RFP.)</i>	20
Price <i>(In accordance with Section VIII, Item B7, this criterion considers the Offeror’s pricing for completing the services requested by this RFP as specified in Section II.)</i>	25
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

- 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. 23-2528-5JEC – Parenting Groups.

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

Attachment G

Hypothetical Pricing Scenario

Item	Service	Unit Price	Estimated Quantity	Extended Total
1	Parenting Group Price Per Program		5	
2	All-Inclusive Hourly Rate for One-On-One Services		10	
3	Bilingual Hourly Rate		5	
4	Translation Services Hourly Rate		5	
Total Hypothetical Price (Sum of Extended Total of Items 1 – 4)				