Henrico
VIRGINIA

RFP No. 26-2995-8LOC

August 27, 2026
Request for Proposal ("RFP")
Community Corrections & Recovery Court Recidivism Study

Your firm is invited to submit a proposal to provide Community Corrections & Recovery Court Recidivism Study 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 **September 25, 2026** at **11:30 a.m.** by submission through the Commonwealth of Virginia's electronic procurement platform eVA.

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

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.
Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

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

Should you have any questions concerning this RFP, please contact Leisel Collins at COL119@henrico.gov by no later than **September 8, 2026**.

Very truly yours,

Leisel Collins, CPPB, VCO, VCA
Purchasing Manager

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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 Community Corrections & Recovery Court Recidivism Study in accordance with the Scope of Services section of the solicitation.

B. Background

1. The Community Corrections Program works in conjunction with other government and community agencies to provide an alternative to incarceration through a range of probation and pretrial services for adults. Community Corrections seek to enhance public safety through community supervision guided by best practices. Henrico Community Corrections Program (CCP) was initially created and known as Henrico Community Diversion Initiative in 1983. In 1995, the name changed to Henrico Community Corrections Program (CCP). Henrico Recovery Court was created in 2003 and has operated continuously. Recovery Court just celebrated its 66th graduation on January 23, 2026. Over 22 years, Recovery Court has graduated 310 participants.

2. Individuals referred for supervision are supervised according to risks and needs, based upon assessments and success plans, and referred to counseling and community resources. Henrico Recovery Court provides intensive supervision and treatment, frequent judicial reviews, mandatory drug testing, aftercare and other rehabilitative services to individuals with substance use disorders.

II. Scope of Services

1. Henrico County Community Corrections Program (CCP) and Recovery Court is seeking to engage with a firm to conduct comprehensive recidivism analysis to examine outcomes for individuals placed on local probation through the District and Circuit Courts and participants who have completed the Recovery Court program. The analysis shall cover probation cases completed between July 1, 2019 and June 30, 2022, with a three-year follow-up, and Recovery Court cases completed between July 1, 2017 and June 30, 2022.

2. The Successful Offeror study shall examine outcomes for individuals placed by Courts in the Community Corrections and Recovery Court programs.

3. The Successful Offeror evaluation shall be tailored to integrate multiple data sources to measure re-offending rates and identify factors influencing outcomes. Interviews with past and current participants in both programs shall be utilized.

4. In addition to data cleaning and analysis, the study shall deliver tailored reports, in-person presentations, and optional services such as client surveys, focus groups, and benchmarking Recovery Court practices against national standards.

5. The study shall provide Henrico leaders with actionable findings to inform policy and practice decisions, improve the allocation of supervision and treatment resources, and enhance collaboration across the justice and behavioral health systems.

6. The Successful Offeror shall work with the Community Correction personnel to obtain permission from DCJS, Office of the Executive Secretary and Virginia State Police to access records for review.

III. County Responsibilities

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

IV. Anticipated Procurement Schedule

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

Request for Proposal Distributed	August 27, 2026
Questions Due By	September 8, 2026
Receive Written Proposals By	11:30 a.m. on September 25, 2026
Conduct Oral Interviews with Offerors	October 21, 2026
Negotiations Completed	October 2026
Award Contract	November 2026

V. Proposal Submission Requirements and Instructions

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. 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.

C. 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.

D. By submitting a proposal in response to this RFP, 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.

E. 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.

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. An Offeror may **not** designate as trade secrets or proprietary information (a) an entire proposal, (b) any portion of a proposal that does not contain trade secrets or proprietary information, or (c) line item prices or total proposal prices. (Va. Code § 2.2-4342(F)). **(Attachment D)**

G. 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 120 days thereafter.

H. Each offeror is responsible for determining that it has received all addenda or Questions & Answers ("Q&A") issued by the Purchasing Division before submitting a proposal. If an addendum or Q&A is issued after an offeror has submitted a proposal response, the Offeror shall resubmit their proposal in the latest solicitation round in eVA. The County will only evaluate proposals submitted in the latest solicitation round in eVA.

I. Clarifications, Comments and Questions
The County welcomes comments regarding how the RFP and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the RFP, shall submit technical questions in writing by no later than September 8, 2026.** Any changes to this RFP shall be in the form of a written addendum issued by the Purchasing Division.

J. All proposals received on time pursuant to the provisions of this RFP shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

K. Responsible Offeror Certification
1. "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.
2. 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.
3. As part of its proposal, the 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 the Offeror defaulted.
4. As part of its submission, the 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.
5. As part of its submission, the 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 the Offeror cannot make such certification, the 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 the Offeror or the Offeror's officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body's contract.

6. 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.
7. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that the 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 the 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.
9. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

VI. Proposal Response Format

A. Offerors shall submit a written proposal that presents 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 – Default, Termination and Barred Certification Statement
   Pursuant to Section V, Items L(3), L(4) and L(5), in this tab, offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) 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 any of the aforementioned certifications cannot be made, offerors must explain in reasonable detail.

5. Tab 4 – Offerors Qualifications, Experience, and Financial Capacity
   In this tab, the offerors should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that they're a firm regularly engaged in providing services solicitated in this RFP. A copy of your firm's latest audited financial statement;

6. Tab 5 – References
   In this tab, the offerors should provide a minimum of three (3) references, which could attest to the Offeror's past performance to provide services similar to those outlined in this RFP. The information provided should include contact person's name, position, current telephone number and email address, the company for which the contact person worked, and the time period of the services performed.

7. Tab 6 – Service Approach
   In this tab, offerors should provide a preliminary statement of work, in detail, their approach to fulfilling the scope of services being solicited in this RFP and demonstrate their compliance with the requirements of the Scope of Services.

8. Tab 7 – Pricing / Cost Proposal
   In this tab, offerors shall provide a completed Pricing / Cost Proposal **(Attachment G)** based on individual tasks per services proposed**.** The price shall include all costs associated with providing the service outlined in section II. of this RFP. Offerors may **not** propose a cost plus a percentage of cost contract pricing arrangement.

9. (if needed) Tab 8 – Exceptions
   In this tab, offerors shall list any exceptions taken to the Scope of Services, General Terms and Conditions, and Special Contract Provisions of this RFP. Unless **specific** exceptions are made *and* changes are mutually negotiated, all terms and conditions in the General Terms and Conditions, Special Contract Provisions, and Scope of Services of this RFP will be incorporated by reference in the resulting contract. If taking exception to any provision of the RFP, an offeror must **clearly** (1) identify which section of the RFP to which it takes exception (e.g., RFP page 16, Sec. VIII, General Contract Terms and Conditions – W. Record Retention and Audits), and (2) state whether it is proposing deleting or modifying the County's language; if the offeror proposes modifying the County's language, the offeror **must** provide alternative language for the County's consideration. Any agreed upon modifications to the standard terms and conditions in the RFP will be memorialized in a "Negotiated Modifications" exhibit to the resulting contract.

10. (if needed) Tab 9 – Assumptions
    In this tab, offerors shall list any assumptions made when responding to this RFP.

11. (if needed) Tab 10 – Appendices
    Optional for offerors who wish to submit additional material that will clarify their response.

VII. Proposal Evaluation / Selection Process

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
Criterion #1 – Experience and Qualifications *(In accordance with Section VI, Item B.4., B.5., and B.6., this criterion considers the Offeror's qualifications, experience, financial capabilities, and references of the Offeror overall experiences relative to the services solicited by this RFP as specified in Section II.)*	25
Criterion #2 – Functional Requirements *(In accordance with Section VI, Item B.3. and B.9., this criterion considers the extent to which the Offeror's proposal satisfies the services requested by this RFP as specified in Section II.)*	25
Criterion #3 – Service Approach *(In accordance with Section VI, Item B.7., this criterion considers the Offeror's approach to the services requested by this RFP as specified in Section II.)*	25
Criterion #4 – Price *(In accordance with Section VI, Item B.8., this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)*	20
Criterion #5 – Quality of Proposal Submission / Oral Presentations *(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)*	5
Total	100

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 RFP, including price if so stated in the RFP.

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 RFP. However, when negotiations are conducted offerors shall state any exception to any liability provisions contained in the RFP 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.

VIII. General Contract Terms and Conditions

A. Annual Appropriations[1]

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. 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.

C. Artificial Intelligence Systems Clause

The following terms apply to any artificial intelligence system, as defined in the Advancing American AI Act, section 7223(4) of Pub. L. 117-263 ("AI System") provided or used in the Successful Offeror's performance of this contract.

1. If the Successful Offeror will provide or use an AI System owned and/or operated by a third party ("Service Provider") in the Successful Offeror's performance of this contract, the Successful Offeror is responsible for ensuring that the AI System conforms with this clause and the County's Artificial Intelligence (AI) Policy found at: https://employees.henrico.gov/employment/policies/section13/#1309. All AI Systems must conform to Virginia and federal law.
2. The County retains full ownership of, and will own, all data, information, personally identifiable information, or content (collectively, "Data") submitted to the AI System by, or on behalf of, the County, including but not limited to user prompts, queries, instructions, system prompts, source data, documents, knowledge bases, and any other information or content submitted to the AI System by, or on behalf of, the County.
3. The County retains full ownership of, and will own, all Data generated by the AI System with County Data or County usage context, including but not limited to responses, results, analyses, anonymized data, derivative data, metadata, logs, synthetic data, and any other output or action produced by the AI System but excluding technical system-level data that contains no County Data or County usage context, such as performance metrics, token counts, and processing times.
4. The County retains full ownership of, and will own, all Custom Developments. The Successful Offeror and Service Provider must dedicate Custom Developments to the County's exclusive use and treat Custom Developments (and all associated Data) as the County's confidential information. The Successful Offeror and Service Provider must not use, reproduce, or derive benefit from Custom Developments for any other purpose, or for any other party, without express written authorization from the County's Department of

[1] Mandatory contract provision. Any proposal that takes exception to this provision, whether in part or in whole, may be rejected and not considered.

Information Technology. The term “Custom Developments” means any design of or modifications, customizations, configurations, or enhancements to AI Systems or associated implementations or workflows, and any related work product or deliverables, in each case developed specifically for the County under this contract, including any modifications, customizations, configurations, or enhancements to AI Systems, or models as a result of model training or fine-tuning. The term “Custom Developments” excludes any background intellectual property existing prior to entry into this contract or developed independently by the Successful Offeror or Service Provider without use of or reference to the County’s confidential information or design specifications during the term of this contract.

5. The Successful Offeror must use the County’s Data only to perform the specific requirements of the contract; provide technical support and maintenance as required to perform this contract; and provide such other services as may be expressly authorized in writing by the County’s Department of Information Technology. County Data and County usage context must not be used to train the AI System or models.
6. To the extent the Successful Offeror or Service Provider obtains any intellectual property rights in County Data, or any improvements, enhancements, feedback, or derivative works thereof, the Successful Offeror assigns and transfers all such rights to the County effective immediately upon creation.
7. The Successful Offeror grants to the County an irrevocable, royalty-free, non-exclusive license to use the AI System for the duration of this contract for any lawful County purpose. This license includes the right to (i) operate and access the AI System through agreed-upon methods; (ii) input and receive Data; (iii) allow authorized County personnel and contractors to use the AI System; and (iv) integrate the AI System with the County’s systems as necessary for any lawful County purpose (except that County systems may not be connected to AI Systems without prior written approval from the County’s Department of Information Technology). The AI System must not refuse to produce outputs or conduct analyses based on the Successful Offeror’s or Service Provider’s discretionary policies. This requirement does not require retraining of the model or alteration of model weights.
8. The Successful Offeror and Service Provider must implement reasonable technical, administrative, physical, and organizational safeguards to protect County Data from loss, damage, destruction, unauthorized alteration, or corruption, and prevent its unauthorized, accidental, or unlawful access, disclosure, use, or processing.
9. The Successful Offeror and Service Provider must implement “eyes off” Data handling procedures that restrict human review of County Data except as strictly necessary to provide the AI System for performance of this contract or respond to incidents (including ensuring that any human access to County Data must be logged, justified, and limited to the minimum necessary for functionality), and such access must be transparently logged and visible to the County.
10. The Successful Offeror and Service Provider must comply with the following Data localization requirements. The Successful Offeror and Service Provider (i) must not remove or allow removal of any County Data from the agreed-upon premises or authorized services and (ii) must not transmit, store, take, or access County Data, or allow County Data to be transmitted, stored, taken, or accessed by any means outside the agreed-upon premises or authorized services, without express written consent from the County’s Department of Information Technology.

11. The Successful Offeror and Service Provider must implement and maintain appropriate technical and organizational measures to ensure that all County Data is logically segregated from the Data of any non-County customer or client and not commingled with Data of other customers or clients, and the Successful Offeror and Service Provider must provide adequate defense in depth through access controls, policy enforcement points, labeling, and/or encryption mechanisms and must perform continuous monitoring to protect against unauthorized access by external and internal threat actors, third parties, or disclosure resulting from human or machine error.
12. Upon completion, termination, or expiration of the contract, unless otherwise directed by the County in writing, the Successful Offeror and Service Provider must securely delete all County Data and any Custom Developments from the AI System and all its other systems and all copies, backups and derivatives thereof, and certify deletion to the County in writing.
13. The County retains full ownership of, and will own, all feedback provided by the County to the Successful Offeror and/or Service Provider with respect to the AI System or Custom Developments, regardless of whether feedback is provided by County personnel, the Successful Offeror, Service Provider, or through automated processes. If feedback includes County Data and/or confidential information, such feedback may not be used for system improvement or any other purposes (other than the performance of this contract).
14. The Successful Offeror must:
    a. Disclose to the County all AI Systems used in performance of this contract.
    b. Use only AI Systems developed and produced in the United States and that host all applications and data in the United States. The use of foreign AI Systems in the performance of this contract, including any AI components manufactured, developed, or controlled by non-U.S. entities, is prohibited.
    c. Provide a means for the County to implement human oversight, intervention, and traceability (including disclaimers that the content was generated by an AI System). If the AI System uses intermediary processing (such as reasoning, retrieval, or agentic processes), the AI System must summarize intermediary steps from Data input to Data output and make this information accessible through Data output, audit trail, and the user interface, if applicable. At a minimum, the AI System must provide (i) summarized intermediate processing actions and decision points; (ii) model routing decisions with accompanying rationale; and (iii) retrieval methods employed, including complete source attribution with direct links and relevant excerpts from materials used in response generation.
    d. Comply with Virginia's security breach laws (including §§ 18.2-186.6 and 32.1-127.1:05 of the Code of Virginia) in the event of any confirmed or suspected security incident.

D. 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.

E. Authorization to Transact Business in the Commonwealth[1]

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.

F. 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. Notice of award or intent to award may also appear on the Purchasing Office website: http://henrico.gov/finance/divisions/purchasing/.

G. Changes to the Contract

The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the Contract goods and services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

H. Collusion[1]

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.

I. Compensation

1. The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The Successful Offeror must include a unique identifying

invoice number on each invoice. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

2. The County encourages the Successful Offeror to receive payments via ACH. The County utilizes a third-party payment network powered by Bank of America called Paymode-X. This network allows the County to make ACH payments to vendors without retaining any financial information of that business. If interested, the Successful Offeror should visit https://www.paymode.com/henricocounty to register or for more information. The Successful Offeror should register each payment address where ACH payments will be received. Once registered with Paymode-X, the verification process takes up to two weeks before ACH payments begin. All payments until then are issued via check.

J. 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.

K. County License Requirement[1]

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.

L. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)[1]

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.

M. Employment Discrimination by Contractor Prohibited[1]

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.

N. Employment of Unauthorized Aliens Prohibited[1]

As required by Virginia Code §2.2-4311.1, the Contactor 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.

O. 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.gov/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.

P. Ethics in Public Contracting[1]

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.

Q. 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).**

R. Minority-, Woman-, Military Family-, Service Disabled Veteran-Owned, Small Business and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, military family-, 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-, military family-, 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.gov/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.

S. No Discrimination against Faith-Based Organizations[1]

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

T. Nondiscrimination of Offeror

An offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state or federal law, as may be applicable.

U. 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.gov/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.

V. 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.

W. Payment Clauses Required by Va. Code §2.2-4354[1]

1. In the event that the Successful Offeror has not received payment from the County for work performed by a subcontractor under a construction contract, the Successful Offeror shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. The Successful Offeror shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the Successful Offeror withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the Successful Offeror shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Successful Offeror shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Successful Offeror's receiving payment for amounts owed to that contractor.
2. The Successful Offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Offeror by the County for work performed by the Successful Offeror's subcontractor(s) under the contract:
    a. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
    b. Notify the County and subcontractor(s), in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
4. 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(s).
5. The Successful Offeror's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section 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 such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. Successful 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.

CC. 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.

DD. 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.

EE. Testing and Inspection

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

FF. Use of Forced and Child Labor Prohibited (VA Code § 2.2-4311.4)[1]

The use of forced or indentured child labor in the performance of this contract is prohibited. The Successful Offeror must include such prohibition in every subcontract or purchase order that exceeds $10,000, so that the prohibition will be binding upon each subcontractor or vendor.

IX. Special Contract Provisions

A. Continuity of Services

1. The Successful Offeror recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Successful Offeror, may continue them. The Successful Offeror agrees:
   a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
   b. To make all County owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
   c. That the County shall have final authority to resolve disputes related to the transition of the contract from the Successful Offeror to its successor.
2. The Successful Offeror shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval.
3. The Successful Offeror shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

B. Cooperative Procurement

It is the intent of this solicitation and resultant contract to allow for cooperative procurement by public bodies and constitutional officers in the County of Henrico, Virginia. Accordingly, the County of Henrico, Virginia, the County School Board of the County of Henrico, Virginia, the Henrico Area Mental Health & Developmental Services Board, the Henrico County Economic Development Authority, the Henrico Sports & Entertainment Authority, the Henrico County Sheriff, and the Henrico County Commonwealth's Attorney may access any resulting contract if authorized by the contractor. Moreover, any organization for which the County of

Henrico, Virginia serves as fiscal agent may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the contractor, the resultant contract will be extended to the entities indicated above to purchase services in accordance with the contract's terms and conditions. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor and must fully and independently administer its use of the contract to include contractual disputes, invoicing, and payments. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor. One user will not be held liable for any costs or damages incurred by any other participating entity because of any authorization by the contractor to extend the contract. It is understood and agreed that no user is responsible for the acts or omissions of any other user. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as needed.

C. 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.

D. Warranty

The Successful Offeror agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Successful Offeror gives any customer for such goods or services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.

X. <u>Attachments</u>

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. 26-2995-8LOC - Community Corrections & Recovery Court Recidivism Study.

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 NOT USE TRADE NAME): ________________________________

____

ADDRESS: ____

____

FEDERAL ID NO: ____

SIGNATURE: ____

NAME OF PERSON SIGNING (PRINT): ____

TITLE: ____

TELEPHONE: ____

EMAIL ADDRESS: ____

DATE: ____

(if applicable) VIRGINIA CONTRACTOR'S REGISTRATION NUMBER AND CLASS:

____

ATTACHMENT B – Business Category Classification Form

Company Name: ____

This form has been completed by:

Signature: ____ Date: _________________

Title: ____

Specify your Business Category by checking the appropriate business category classification below (check all that apply):

_____ Small Business

_____ Women-Owned Business

_____ Minority-Owned Business

_____ Military Family-Owned Business

_____ Service-Disabled Veteran Business

_____ Employment Services Organization

_____ Non-SWaM Business (if none of the above)

If certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number and expiration date below:

Number: _________________________Date: _________________________

For the purpose of determining the appropriate business category, please review the definitions provided by SBSD at: https://sbsd.virginia.gov/certification-division/swam/. "Employee services organization" is defined as s 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 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 D – Proprietary/Confidential Information Identification

NAME OF OFFEROR: ______________________________

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NO.(s)	REASONS FOR WITHOLDING FROM DISCLOSURE

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 involves 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 G – Pricing / Cost Proposal

Task No.	Description of Services	Pricing/Cost
		$
		$
		$
		$
		$
		$
		$
	Total Price/Cost for Project	**$**