



COMMONWEALTH OF VIRGINIA
County of Henrico

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

RFP No. 22-2306-2EMF

February 25, 2022

**Request for Proposal (“RFP”)
Preschool/Daycare Services for
Henrico County Public Schools
County of Henrico, Virginia**

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

Your firm’s proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than **March 24, 2022, at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

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

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

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

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

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at fal51@henrico.us no later than **noon on March 10, 2022**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone, CPPB
Assistant Division Director

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to establish an annual contract with a preschool/daycare center to provide students who have been found eligible for exceptional education services the opportunity for inclusion in their daycare program.

B. Background

Henrico County Public Schools (HCPS) is a large school district with over 50,000 students enrolled in 74 schools for the 2022-2023 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, one preschool and one virtual academy.

For the past 27 years, HCPS has partnered with a private childcare center as a means to provide a continuum of services that included large group instruction with students in a similar age range. This partnership has been able to provide more flexibility for the HCPS students they serve verses the Federal 4-year-Old Preschool Program (braided funding from Head Start, Virginia Preschool Initiative, and Title 1: 4-Year-Old Program) due to the strict guidelines. This partnership has benefited students that may be too young to participate in the Federal program and where the range of disability has been greater than the guidelines.

Currently HCPS pays \$70.00 weekly per student. Below is the breakdown of the amount expended for these services by year.

Year	Dollars Spent
2018- 2019	\$18,368
2019 – 2020	\$13,244
2020 - 2021	\$3,788 (low amount due to Covid-19)

C. Students Being Served

1. Students 3-4 years of age, found eligible for special education services in HCPS whose IEP indicate the need for large group instructions with typically developing peers. A student record including his/her current IEP shall be provided to the Successful Offeror.
2. Students may have the disabilities of developmental delay, autism, intellectual disability, multiple disabilities, traumatic brain injury, other health impairment, hearing impairment, and visual impairment.

II. SCOPE OF SERVICES

The Successful Offeror shall provide all labor, materials, equipment, supervision, to provide the following scope of services.

A. Program Overview and General Requirements

1. The Successful Offeror shall provide a developmentally appropriate integrated preschool program, for 3-4 year olds, that offers whole group, small group, and individual instruction as needed along with strong behavior management skills. Preschool students receiving exceptional education services from HCPS will be referred to this program based on their Individual Education Plans (IEP).

2. The proposed program services for students shall begin the first day of school for all HCPS students.
3. The Successful Offeror shall hold an open house for the families of HCPS students placed in the program the week preceding school opening.
4. All components of the services to be received shall be reviewed and approved by the assigned Case Manager from HCPS Department of Exceptional Education. These components include, but are not limited to the student's individualized plan, behavior management plan, intervention policies, educational program and service delivery.
5. The Successful Offeror shall provide space for up to 10 students at any given time during the contract period. The number of students in this program may vary, but it is not expected to exceed 12 students at any one time. The Successful Offeror shall work with HCPS to accommodate modest fluctuations in the number of students requiring this service.
6. The program shall be available in the mornings for five (5) days per week, 3 to 4 hours per day Monday through Friday throughout the school year, consistent with the HCPS calendar for the 2022-2023 school year and subsequently approved calendars which can be found at the following website: <http://henricoschools.us/calendars/>
7. The Successful Offeror shall provide staffing to ensure a staff to child ratio of 1:10 students. This staff to child ratio shall be independent of staff provided by HCPS.
8. The Successful Offeror shall provide developmentally appropriate instruction that uses the framework and materials of a standard curriculum that is aligned with the Virginia Early Learning & Developmental Standards (ELDS). (Information related to this program can be found on the Virginia Department of Education website.) The schedule includes whole group & small group activities that address development in the areas of reading/language arts, social emotional development, mathematics, science, fine arts, physical movement, social studies, and health and safety.

B. Specific Requirements

1. Support HCPS staff by implementing, learning strategies, and providing all accommodations/modifications that are included in students' IEP.
2. Implement any behavior program developed for a specific student or for a group.
3. HCPS shall document and report all serious incidents as defined by the Code of Student Conduct and HCPS Policies and Regulations. Incidents shall be reported to the Director of Exception Education or their designee.
4. Provide the facilities used to provide the proposed program.
5. The facilities must be centrally located within Henrico County and on a normal, regular HCPS bus route.
6. In the event of a school closing due to inclement weather, students will observe the school closing guidelines for Henrico County Public Schools as reported by the local media.

7. Fire Safety and Zoning:
 - a. The Successful Offeror's facility shall have a written fire plan, developed with the consultation and approval of the appropriate local fire authority and reviewed with the local fire authority at least annually, and updated if necessary.
 - b. Fire Safety drills shall be conducted by the Successful Offeror and be in compliance to any and all associated rules and regulations as required by law.
 - c. The Successful Offeror shall train new staff members in fire safety and emergency procedures before assuming supervision of students.
 - d. The Successful Offeror's facility shall remain in compliance with federal, state, and local standards and meet local zoning requirements during the contract period.
8. The Successful Offeror shall have a well-stocked first-aid kit and it shall be kept in the Successful Offeror's facility and be readily accessible for minor injuries and medical emergencies.
9. The Successful Offeror shall be responsible for the delivery and dispensing of medication.
 - a. There shall be written policy governing the delivery of medication that designates staff persons authorized to deliver and dispense prescribed medication by written agreement with a student's parents.
 - b. Notwithstanding any other provisions of this program to the contrary, all medication delivery and dispensing shall be in accordance with the Law of the Commonwealth of Virginia. (See Attachment G.)
10. The Successful Offeror will ensure the confidentiality of students placed by HCPS, including but not limited to, the disability and services the student is receiving.
11. Inspection/Monitoring of Program:

All facilities and program services established under this contract shall be available for inspection and approval, without prior notification, by those staff that have been authorized to inspect and monitor facilities and services by the Director of Exceptional Education or his/her designee.

 - a. Any findings shall be submitted to the Successful Offeror in writing, if requested.
 - b. Corrective action shall be taken within a mutually agreed upon time frame.
 - c. The Successful Offeror will ensure access to any facility or program by any other agency carrying out its responsibilities of child protection.
12. The Successful Offeror shall operate the program in conformance with all applicable federal, state and local statutes and ordinances.
13. The Successful Offeror will provide a monthly newsletter with an overview of theme and learning activities.
14. The Successful Offeror will provide a nutritionally balanced morning snack or lunch (dependent on the hours of the program). It will be the responsibility of the family, if the student requires special foods or diets, to make the appropriate arrangements with the Successful Offeror.

15. The Successful Offeror's facility must be ADA compliant and readily accessible to and usable by individuals with disabilities. There must be an accessible route to the playground area and at least one accessible restroom.

C. Offeror's Requirements

1. The Offeror's staff shall be qualified and trained for the positions and duties to which they are assigned. The Offeror shall have been regularly engaged as a provider of instruction, supervision, and management of preschool students with training in successful strategies for working with children with special education needs for a minimum of three (3) years.
2. The Offeror shall have a stated discipline policy and philosophy that uses a positive support model with specific expectations for behavior and consequences that is appropriate for preschool children.

III. **HCPS RESPONSIBILITIES**

HCPS will designate an individual to act as the School'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. In addition, HCPS shall provide the following:

- A. An early childhood special educator and a classroom assistant each day for the hours the students will be present.
- B. Appropriate support personal to provide related services that are included on a child's IEP.
- C. Case management services for all students placed by HCPS.
- D. HCPS will be responsible for developing behavior management systems as needed for students placed by HCPS.
- E. Daily transportation for each student to and from the program.
- F. A HCPS early childhood special educator supporting the program will act as liaison to handle and assist in any and all problems concerning administration, communications, and relations with the Successful Offeror and the HCPS Director of Exceptional Education.
- G. HCPS personnel will provide 9-week IEP updates, weekly progress notes to families, develop annual IEP, and any other communication/progress notice that is included in an IEP or agreed upon by HCPS and families.

IV. **ANTICIPATED PROCUREMENT SCHEDULE**

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

Request for Proposal Distributed	February 25, 2022
Questions Due	March 10, 2022; noon
Receive Written Proposals	March 24, 2022; 2:00 p.m.
Conduct Oral Interviews with Offerors	Week of April 18, 2022; date to be determined
Negotiations Completed	May, 2022
Award Contract	June, 2022
[Installation/Services] Begin	July 1, 2022

V. **GENERAL CONTRACT TERMS AND CONDITIONS**

A. Annual Appropriations

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

B. Award of the Contract

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

C. Collusion

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

D. Compensation

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

E. Controlling Law and Venue

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

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

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 from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

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

P. No Discrimination against Faith-Based Organizations

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

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

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

S. Record Retention and Audits

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

T. Severability

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

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

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

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

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

V. Subcontracts

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

W. Taxes

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

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

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. Contact Period

1. The contract period shall be from September 1, 2021 through August 31, 2022. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

EE. 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.

FF. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.

HH. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

II. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

JJ. 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, mail 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 insuring 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 anytime prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter]
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon, on March 10, 2022 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.
 - 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - f. Direct Contact with Students **Attachment F**
 - 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, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Years in business outlining the company history and experience providing services as requested in this RFP;
- b. Experience with a project of this magnitude;
- c. Evidence of financial stability, most recent audited financial statements;
- d. Number of current customers;
- e. Number of employees proposed for this program; and
- f. Offerors shall provide in their proposals copies of all appropriate licenses as well as the items listed below on each staff person who will have direct contact with students. **The requirements shall apply to all employees who have direct contact with students so long as the contract is in force.** The required items are:
 - i. Licenses: Not limited to- VA Department of Social Services, County of Henrico Health Department, County of Henrico Fire Marshall
 - ii. Local agency checks: Not limited to: state and local police, sheriff's department
 - iii. Employment verification/references – any personal or professional references and may also include references from parents of children currently served by your daycare facility.
 - iv. Verification of education and licensure where relevant to employment
 - v. Computer checks with the Virginia Criminal Information Network (VCIN) and Virginia Department of Motor Vehicles (DMV)
 - vi. Social Services checks with the Child Abuse and Neglect Central Registry Search
 - vii. A completed up to date resume of all staff members.
- g. Offerors shall provide in their proposals the following information on the Owner/Director of site.
 - i. Number of years' experience
 - ii. Briefly describe Mission/philosophy
 - iii. Briefly describe experience with children with disabilities
 - iv. Education/Training/Certification
 - v. References – a minimum of three (3) references who can attest the the Offeror's past performance to provide services similar to those required in this RFP.
 - vi. Facility location and access for those with disabilities

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

In this tab, offerors should describe, in detail, their approach to implement and deliver program services as requested in this Request for Proposal. Offerors shall address each item listed in Sec. II A-C of this RFP and specify how the Offeror will meet the requirement. Offeror's shall provide, at a minimum, the following supporting documentation with their proposal:

- a. Location of where services will be provided;
- b. Number of staff assigned to each classroom;
- c. Discuss the involvement of any subcontractors that would be assigned to this project;
- d. Provide a timeline for implementation of proposed program services;
- e. Provide a narrative description describing your approach for providing the requested project management services.
- f. Discuss your firm's current workload, with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period.
- g. Provide a statement that your firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to do the work required.
- h. Provide evidence of instructions that is aligned with Virginia Early Learning & Developmental Standards (ELDS).

- i. Include copies of current building, fire and sanitation reports ensuring their facility meets compliance with federal, state, and local standards.
 - j. Provide a copy of your firm's fire drill plan.
 - k. The Offeror shall also provide verification in the proposal that their facility meets local zoning requirements.
 - l. Provide topics and schedule of trainings provided to staff to ensure compliance with all local childcare requirements.
 - m. Provide supporting documentation for a stated discipline policy and philosophy.
 - n. Provide sample or morning snack and lunch menu;
 - o. Provide and example of a monthly newsletter with an overview of theme and learning activities.
 - p. Provide evidence of written policy governing the delivery of medication as required in Sec. III
 - q. Provide copy of Offeror's latest audited financial statements.
6. **Tab 5– Pricing / Cost Proposal**
 In this tab Offerors shall provide a weekly price per student to accommodate (10) students with the services as described in Section II. Scope of Services. Offerors shall use **Attachment H** to provide the following.
- a. Explain how your firm handles pricing deductions from the weekly price per student for holidays, snow days, or winter and spring break absences and how charges are handled if a student is either introduced or removed from the program mid-week.
 - b. Offerors should incorporate all fees or expenses into the cost per student, per week price and the cost per student, per day price to provide the services.
7. (if needed) **Tab 6 – Exceptions**
 In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.
8. (if needed) **Tab 7 – Assumptions**
 In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.
9. (if needed) **Tab 8 – Appendices**
 Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

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

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII, Item (B3), (B5) and (B7) this criterion considers the extent to which the Offeror's proposal satisfies the services requested by this RFP and clearly demonstrates the work to be performed as specified in Section II.)</i>	25
Experience and Qualifications <i>(In accordance with Section VII, Item (B4), this criterion considers Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the services solicited by this RFP and requested in Section II.)</i>	30
Service Approach and Implementation <i>(In accordance with Section VII, Item (B5) this criterion considers the Offeror's implementation and delivery of services and project management for services requested by this RFP.)</i>	20
Price <i>(In accordance with Section VII, Item (B6), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>	20
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. 22-2306-2EMF Preschool/Daycare Services**

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 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 NUMBER(S)	REASON(S) FOR WITHHOLDING 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 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
DIRECT CONTACT WITH STUDENTS

Name of Bidder: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor

ATTACHMENT G
HCPS- Policy and Regulations

R6-09-002 REGULATIONS PERTAINING TO FIRST AID AND MEDICATIONS
(Revised August, 2014)

I. Medications

No medicine shall be given to pupils by school personnel except as herein provided. Parents are advised to give medications at home and on a schedule other than during school hours, if possible. First and second doses of a new medication should be given at home unless otherwise determined by a letter from the physician. If it is necessary that a medication be given during school hours, the procedures set forth in this regulation shall be followed.

A. Prescription Medication

1. The parent of any student under medical care and using prescribed medication during school hours is required to present to the school nurse/clinic attendant, the principal, or principal's designee, a physician/nurse practitioner's order stating the name of medication prescribed for the student, the time to be administered, the dosage of medication, the total duration of treatment, and the diagnosis or reason the medication is needed, unless reason should remain confidential. Administration of medication at school also requires the written signature of the parent/guardian on the Medication Permission Form.
2. The physician/nurse practitioner should alert the school when a student might experience a serious reaction while receiving prescribed medication. This can be indicated on the Medication Permission Form.
3. No medication shall ever be dispensed from a bottle or container that is not properly labeled according to the label requirement outlined above.
4. Prescription medication shall not be brought to school by the student. A parent or guardian is required to transport all prescription medication, including refills, to the school health office for documentation.
5. Only one week or less supply of medication should be brought to school unless medication is to be taken daily throughout the school year. For short-term medications (less than 10 days), i.e. antibiotics, the prescription label on the bottle may be accepted as the physician/nurse practitioner's order.
6. All medication will be secured in the health office in its ORIGINAL CONTAINER or in an appropriately labeled pharmacy container. All medications will be under lock when not in use. If the clinic attendant/school nurse is not in the school health office, medications will be under double lock.
7. Parents must sign that they consent and understand that medications may be given by unlicensed personnel.
8. The school health office Medication Log is utilized to document when each medicine is given to a student.
9. All students will come to the school health office for administration of medication.
10. Attempts (letter and/or phone call to parent) will be made to return prescription medications at the close of the school year if not previously returned. Those medications not returned to the parent by the close of the school year will be destroyed on the last day students are in school.

11. Exceptions to these regulations may be necessary depending on individual circumstances as permitted by the Code of Virginia and as described throughout this regulation.

B. Nonprescription (over-the-counter) Medication

1. Written permission must be provided indicating the name of the medication, dosage, time to be given, the reason for its administration, and the parent/guardian's signature on the Medication Permission Form.

2. Non-prescription medication will not be administered in amounts that exceed the manufacturer's recommended dosage instructions without written order by a physician/nurse practitioner.

3. Any nonprescription medication that is to be administered for more than three consecutive school days must be authorized in writing by a physician/nurse practitioner.

4. Included on the Medication Permission Form is a signed parental statement relieving the school of any responsibility for the benefits or consequences. Parents must sign that they consent and understand that medications may be given by unlicensed personnel.

5. Over-the-counter medication (example: aspirin, Tylenol, cough drops, cold tablets, etc.) shall not be brought to school by the student. A parent or guardian is required to transport all over-the-counter medication to the school health office for documentation.

6. Medication must be UNOPENED and in its ORIGINAL CONTAINER. Expiration dates will be followed.

7. All medications will be under lock when not in use. If the clinic attendant/school nurse is not in the school health office, medications will be under double lock.

8. The school health office Medication Log is utilized to document when each medicine is given to a student.

9. All students will come to the school health office for administration of medication.

10. Herbal medications will NOT be administered in Henrico schools without written order by a physician/nurse practitioner that shall include desired and adverse effects.

11. Attempts (letter and/or phone call to parent) will be made to return non-prescription medications at the close of the school year if not previously returned. Those medications not returned to the parent by the close of the school year will be destroyed on the last day students are in school.

12. Exceptions to these regulations may be necessary depending on individual circumstances as permitted by the Code of Virginia and as described throughout this regulation.

C. Self-Administration of Asthma Medication

Students with a diagnosis of asthma are permitted to possess and self-administer inhaled asthma medications in accordance with this policy during the school day, at school-sponsored events, or while on a school bus or other school property. In order for a student to possess and self-administer asthma medication, the following conditions must be met:

1. Written parental consent that the student may self-administer inhaled asthma medications must be on file with the school.

2. Written notice from the student's primary care physician/nurse practitioner must be on file with the school, indicating (i) the identity of the student, (ii) stating the diagnosis of asthma and approving self-administration of inhaled asthma medications that have been prescribed for the student, (iii) specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use, and (iv) attesting to the student's demonstrated ability to safely and effectively self-administer the medication.

3. An individualized health care plan must be prepared, including emergency procedures, for any life-threatening conditions.

4. Information regarding the health condition of the student must be disclosed to School Board employees complying with state and federal law governing the disclosure of information contained in student scholastic records. Permission granted to a student to possess and self-administer asthma medications will be effective for a period of one school year, and must be renewed annually. However, a student's right to possess and self-administer inhaled asthma medication may be limited or revoked after appropriate school personnel consult with the student's parents.

5. Requirements as set forth throughout this regulation, Sections A and B, are strictly followed.

D. Self-Administration of Auto-Injectable Epinephrine for Anaphylaxis

Students with a diagnosis of anaphylaxis are permitted to possess and self-administer auto-injectable epinephrine in accordance with this policy during the school day, at school-sponsored events, or while on a school bus or other school property. In order for a student to possess and self-administer auto-injectable epinephrine, the following conditions must be met:

1. Written parental consent that the student may self-administer auto-injectable epinephrine must be on file with the school.

2. Written notice from the student's primary care physician/nurse practitioner must be on file with the school, including (i) the identity of the student, (ii) stating the diagnosis of anaphylaxis and approving self-administration of auto-injectable epinephrine that has been prescribed for the student, (iii) specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use, and (iv) attesting to the student's demonstrated ability to safely and effectively self-administer the medication.

3. An individualized health care plan must be prepared, which includes emergency procedures after medication is self-administered.

4. Information regarding the health condition of the student must be disclosed to School Board employees complying with state and federal law governing the disclosure of information contained in student scholastic records. Permission granted to a student to possess and self-administer auto-injectable epinephrine will be effective for a period of one school year (September 1 - August 31), and must be renewed annually. However, a student's right to possess and self-administer auto-injectable epinephrine for anaphylaxis may be limited or revoked after appropriate school personnel consult with the student's parents.

5. Requirements as set forth throughout this regulation, Sections A and B, are strictly followed.

E. Self-Administration of Medications for Students with Diabetes

Students with a diagnosis of diabetes are permitted to possess and self-administer medications and supplies for diabetes, including a reasonable and appropriate short-term supply of carbohydrates, an insulin pump, and equipment for immediate treatment of high and low blood glucose levels, and self-check blood glucose levels in accordance with this regulation during the school day, at school-

sponsored events, or while on a school bus or other school property. In order for a student to possess and self-administer medications and supplies for diabetes, the following conditions must be met:

1. Written parental consent that the student may self-administer medications and supplies for diabetes must be on file with the school;
2. Written notice from the student's primary care physician/nurse practitioner must be on file with the school, including: (i) the identity of the student; (ii) a statement of the diagnosis of diabetes and approval of self-administration of medication and supplies for diabetes that have been prescribed for the student; (iii) the name and dosage of the medication, the frequency with which it is to be administered and the circumstances which may warrant its use; and (iv) a statement attesting to the student's demonstrated ability to safely and effectively self-administer the medication.
3. An individualized health care plan must be prepared, which includes emergency procedures before and after medication is self-administered.
4. Information regarding the health condition of the student must be disclosed to School Board employees complying with state and federal law governing the disclosure of information contained in student scholastic records. Permission granted to a student to possess and self-administer medication and supplies for diabetes will be effective for a period of one school year (September 1 – August 31) and must be renewed annually. However, a student's right to possess and self-administer medications and supplies for diabetes may be limited or revoked after appropriate school personnel consult with the student's parents.
5. Requirements as set forth throughout this regulation, Sections A and B, are strictly enforced.

F. Administration of Stock Auto-Injectable Epinephrine for Anaphylaxis to Students

1. Pursuant to an order or standing protocol issued by the prescriber and within the course of professional practice, a school nurse, or any School Board employee who is authorized and trained in the administration of epinephrine, may possess and administer epinephrine. A school nurse or an employee, authorized by a prescriber and trained in the administration of epinephrine, who provides, administers, or assists in the administration of epinephrine to a student believed in good faith to be having an anaphylactic reaction, or is the prescriber of the epinephrine, shall not be liable for any civil damages for ordinary negligence in acts or omissions resulting from the rendering of such treatment.
2. Henrico County Public Schools partners with the Henrico County Health Department to prescribe stock epinephrine for the school division to be administered to any student believed to be having an anaphylactic reaction on school grounds when school is in session. HCPS shall purchase and provide at least two (2) doses of weight appropriate, auto-injectable epinephrine for each school building, to be administered by a school nurse or School Board employee who is authorized and trained in the administration of epinephrine.
3. Parents/guardians of students who have a known condition requiring the use of epinephrine shall provide the school with written instructions from the students' health care provider for managing anaphylaxis and shall provide all necessary medications for implementing the student specific order on an annual basis or more often as needed.
4. Annually, building level administrators shall identify at least two employees, in addition to the school nurse and/or clinic attendant, to be trained prior to the first day of school in the administration of epinephrine. Only trained School Board employees who have demonstrated proficiency in the administration of epinephrine may administer medication to a student. Trained personnel may administer stock epinephrine to students believed to be having an anaphylactic reaction. Training shall be conducted annually or more often as determined by the registered nurse.

5. Stock epinephrine shall be stored in an unlocked, easily accessible yet secure, central, dark location at room temperature (59-86 degrees Fahrenheit). School Health staff shall inspect and track stock epinephrine for expiration dates, discoloration, temperature, or compromise on a weekly basis and pre-order doses when required. "Report of Anaphylactic Reaction" is required within 24 hours after each incident requiring the use of epinephrine (stock or individual).

Refer to the "Virginia School Health Guidelines," available online at https://www.vdh.virginia.gov/content/uploads/sites/58/2022/01/Virginia-School-Health-Guidelines-Final-Revision-1-19-2022_signed-MNO-Roslyn-Taylor.pdf and in paper form in school clinics, for additional information related to recognizing anaphylactic reactions, treatment of anaphylaxis, storage of medication, etc.

Refer to Code of Virginia §§22.1-274.2, 54.1-2952.2, 54.1-2957.02, 54.1-3408, 8.01-225.

II. Recommendation for Use of Psychotropic Medications

School personnel are prohibited from recommending the use of psychotropic medications for any student. (For the purposes of this regulation, psychotropic medications refer to those medications that are prescribed with the intention of altering mental activity or state, including, but not limited to, antipsychotic, antidepressant, and anxiolytic medication and behavior altering medication.) School health staff, classroom teachers, or other school professionals may recommend that a student be evaluated by an appropriate medical practitioner. In addition, school personnel may consult with a medical practitioner who is serving the student with the written consent of the student's parent.

III. First Aid

A. No treatment other than first aid as contained in the Departments of Health and Education's First Aid Guide for School Emergencies, and periodic County Health Department regulations should be given pupils by school personnel.

B. Many students with chronic conditions and disabilities are able to attend school because of the effective use of medications and treatments. Any pupil who is required to have specific treatments performed (i.e., catheterization, tracheostomy care) during the school day must comply with school regulations. These regulations include the following:

1. Written orders from a physician/nurse practitioner detailing the diagnosis, treatment, time, and frequency of treatment and the duration. These orders are effective for one school year and must be renewed annually.

2. Signature of parent/guardian requesting the school division to comply with the physician/nurse practitioner's order.

IV. Supplies

The only first aid supplies other than bandages and other nonmedical products which may be kept in a school clinic are those approved by the Henrico County School System and the Henrico County Health Department. A list of these supplies follows:

1. First Aid Cream
2. Alcohol
3. Calamine Lotion
4. Anti-bacterial skin soap
5. Burn Ointment

No first aid supplies other than those listed will be kept in the school's clinic unless otherwise

authorized by the Henrico County Medical Director. First aid supplies are to be located in a central place in the schools where they will remain clean, dry and available to authorized personnel.

V. School Health Procedures for Handling Body Fluids

School health personnel are required to utilize effective precautions against transmission of disease for anyone potentially exposed to blood or body fluids of any person. No distinction shall be made between body fluids from persons with a known disease and those from students/employees without symptoms or any known disease.

Specific OSHA requirements for the handling of such fluids shall be administratively approved and included in the School Health Guidelines manual. The office responsible for school health services shall assume primary leadership for the development of the guidelines, their implementation, and the training of appropriate staff.

These procedures are to be utilized also in appropriate circumstances by all school personnel. Standard precautions training of personnel shall be presented annually.

VI. Health Management Procedures for Students with “Do Not Resuscitate (DNR) Orders”

In some cases, students with valid “Do Not Resuscitate (DNR) Orders” are able to attend school. When a parent provides an original durable DNR Order, or an alternate form that complies with 12VAC5-66-50, to the school upon enrollment (or whenever created during the school year), the following procedures will be followed:

- A. A copy of this regulation will be provided to the parent to inform them of the school division’s approach to management of their child in the event of a life-threatening emergency. An individualized care plan will be prepared and signed by the parent/guardian and the principal or his/her designee.
- B. The original DNR Order will be filed in the student’s cumulative health folder.
- C. The school nurse will immediately send a copy of the DNR Order to the Assistant Chief of Operations, Henrico County Fire Department, for distribution to the appropriate emergency medical personnel.
- D. The student with a DNR Order should be encouraged to wear an approved DNR necklace or bracelet. (See 12VAC5-66-70)

In the event of a life-threatening emergency involving a student with a DNR Order, the following procedures will be followed:

- A. School staff should call “911” immediately. After “911” has been notified, school personnel should implement procedures to provide comfort care and/or alleviate pain. These procedures may include the following (1) airway management (excluding intubation or advance airway management), (2) suctioning, (3) bleeding control, (4) patient positioning, or (5) other therapies deemed necessary to provide comfort care and/or alleviate pain. (See 12VAC5-66-80(D))
- B. Immediately after calling “911,” school staff should contact the student’s parent/guardian.
- C. The DNR Order should be retrieved from the student’s cumulative health folder to present to the qualified emergency medical services personnel arriving at the school.
- D. Upon arrival of the emergency medical services personnel, the school principal or his/her designee will provide the DNR Order to them. It will be the responsibility of emergency medical services personnel to determine whether or not to implement the following procedures: (1) cardiopulmonary

resuscitation (CPR), (2) endotracheal intubation or other advanced airway management, (3) artificial ventilation, (4) defibrillation, or (5) continuation of related procedures or cardiac resuscitation medications. (See 12VAC5-66-80(C))

**P6-09-014 Crisis Plans and Threat Assessment Teams
(Revised August, 2013)**

Each Henrico school shall develop a comprehensive Crisis Plan. Use of the term "crisis" implies an act or event which affects the school community in such a way as to require immediate and effective response by school staff in order to prevent harm or additional damage and to provide emotional support for those affected. Henrico County Public Schools shall develop and periodically update a Safety and Crisis Manual which will serve as a resource document to individual schools. Each school shall develop and implement a Crisis Plan based on the components outlined in the manual. The establishment, procedures, composition, and oversight of Threat Assessment Teams, pursuant to Code of Virginia 22.1-79.4, as amended, will also be included in this Manual.

Refer to Regulation 6-09-014, "Regulations Pertaining to Crisis Plans."

**R6-09-014 REGULATIONS PERTAINING TO CRISIS PLANS
(Revised January, 2013)**

Henrico County Public Schools shall develop and periodically update a safety and crisis manual which will serve as a resource document to individual schools. Each school shall develop and implement a Crisis Plan based on the components outlined in the manual.

The principal of each school shall submit the Crisis Plan on an annual basis to the Division of Operations for approval. The Plan shall be due one week before the start of school. Periodic reviews and updated Plans may be required by the Division of Operations.

**ATTACHMENT H
PRICING**

Provide pricing for the services as described in Section II. Scope of Services. Identify in the Description column below what services or materials are provided in the price.

Weekly Price per Student.

Description:

TOTAL WEEKLY PRICE PER STUDENT: \$ _____

Explain how your firm handles pricing deductions from the weekly price per student for holidays, snow days, or winter and spring break absences and how charges are handled if a student is either introduced or removed from the program mid-week.

SUBMIT THIS FORM WITH PROPOSAL