



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF RENEWAL**

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Tutoring and Extended Day Services
CONTRACT NUMBER:	2650B
COMMODITY CODE:	924.80
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	Three one-year renewal options through 2029
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Kelly Services Inc. 795399
Address:	999 West Big Beaver Road
City, State:	Troy, MI 48084
Contact Name:	Julie George
Phone Number:	800-848-2911
Email address:	jul604@kellyservices.com
ORACLE SUPPLIER NUMBER:	795399
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA

**County of Henrico**

**Non-Professional Services Contract**

**Contract No. 2650B**

This Non-Professional Services Contract (this “Contract”) entered into this 14th day of November 2024, by Kelly Services, Inc. (the “Contractor”) and the County school Board of Henrico, Virginia (“HCPS”)

**WHEREAS** HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2650-2EMF, as modified by Addendum No. 1, dated March 26, 2024 (the “Request for Proposals”), for consulting services for the employee benefits program.

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

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

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be pursuant to Exhibit C, summarized in the Table 1 below.

Rate	Description
\$45.00 per tutoring hour	Kelly Education tutors with 60 semester-hour credits from a nationally accredited college or university
\$50.00 per tutoring hour	Kelly Education tutors with a bachelor’s degree
\$55.00 per tutoring hour	Kelly Education interventionists (certified educators)
\$2.00 additional per hour	Bilingual/multilingual tutors or interventionists

Note: HCPS shall approve additional cost for VDOE VLA approved curriculum should Kelly’s curriculum not fall under the VDOE VLA approved list.

**CONTRACT TERM:** The Contract term shall be from date of execution through June 30, 2025. HCPS may renew the Contract for up to four one-year terms giving 30 days’ written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

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

1. This Non-Professional Services Contract between the County and Contractor.
2. The Negotiated Modifications (Exhibit A).
3. The General Contract Terms and Conditions included in the Request for Proposals.
4. Federal Terms and Conditions (Exhibit B)
5. Contractor’s follow up questions with due date June 6, 2024, Best and Final Offer email dated August 5, 2024 (Exhibit C).
6. Contractor’s Original Proposal dated April 1, 2024 (Exhibit D).
7. The Scope of Services included in the Request for Proposals.

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

Kelly Services, Inc.

999 West Big Beaver Road  
Troy, MI 48084



Signature

**Brad Beckner** **Vice President**

Printed Name and Title

14-Nov-2024 | 4:32 PM PST

Date

County School Board of Henrico County,  
Virginia

P O Box 90775

Henrico VA 23273-0775



Signature

**Oscar Knott, CPP, CPPO, NIGP-CPP, VCO**

November 20, 2024

Date

Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email = kno008@henrico.us C =  
US O = County of Henrico, Virginia OU = Department of  
Finance - Purchasing Division  
Date: 2024.11.20.08:09:45 -0500

APPROVED AS TO FORM



Assistant County Attorney

11-18-24

## **Exhibit A**

### **NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR CONTRACT NO. 2650B**

These Negotiated Modifications are hereby incorporated into Contract No. 2650B (the “Contract”) for the consulting services for the employee benefits program as of the effective date of the Contract.

**WHEREAS**, the Contract expressly incorporates by reference the “Contract Documents,” which the Contract defines to include Request for Proposals No. 24-2650-2EMF, as modified by Addendum No. 1, dated March 26, 2024 (the “RFP”).

**WHEREAS**, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

**THEREFORE**, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the date of the Contract:

1. RFP – Page 2, Section II A 1 – shall be revised to read:  
Provide all labor, administrative and human resource supervision, and other applicable resources.
2. RFP – Page 3, Section II B 6 shall be revised to read:  
Provide background checks on all employees, with personally identifiable information redacted, who will be providing services to HCPS. The Successful Offeror must agree to and sign HCPS Direct Contact with Students. (Attachment F).
3. RFP – Page 3, Section II B 7 shall be revised to read:  
HCPS reserves the right to request a new staff member if the Tutor is not able to fulfill the expectations of support for students needing intervention. Successful Offeror will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when HCPS has provided notice of dissatisfaction within the first sixteen (16) working hours of Tutor’s assignment.
4. RFP – Page 4, Section II D shall be revised to read:  
Itemized invoices must be submitted weekly to Henrico County Public Schools, PO Box 23120, Henrico, VA 23223. Invoices must reference the purchase order number, contract number, date of service, number of hours that the service was provided, location services were provided.
5. RFP – Page 5, Section V D shall be revised to read:  
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 thirty (30) days after receipt of a proper invoice.

6. RFP – Sec.V. – General Terms and Conditions – Termination by County - Item F.2.d - Delete and replace with:  
The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the termination date.
7. RFP – Sec. V – General Terms and Conditions – Item F. Termination for Convenience 3.c shall be revised to read:
  - c. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date of termination.
8. RFP, Sec. V – General Terms and Conditions – Item F. Termination for Convenience 3 d shall be revised to read:
  - d. Unless the County’s notice specifies otherwise, the Successful Offeror must stop work on the termination date.
9. RFP – Sec. V – General Terms and Conditions – Item N. Indemnification shall be revised to read:  
The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County’s officers, agents, and employees (“Indemnified Parties”) from direct damages, liabilities, and costs, including attorneys’ fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, to the extent attributable to Successful Offeror’s negligence, violation of law or failure to fulfill its obligations as a provider of tutoring services.
10. RFP – Sec. V – General Terms and Conditions – Item Q. - Offerors Performance - 1 and 2 shall be revised to read:
  1. The Successful Offeror agrees and covenants that it will require its assigned employees to agree in writing to 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 will agree in writing to observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
11. RFP – Sec. V – General Terms and Conditions – Item S – Record Retention Audits 1 and 2 shall be revised to read:
  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. Mutually agreeable records shall be available to the County on demand upon reasonable advance notice during the Successful Offeror's normal working hours. Successful Offeror reserves the right to redact personally identifiable or proprietary information.

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 upon reasonable notice during normal working hours. Successful Offeror reserves the right to redact personally identifiable or proprietary information.

12. RFP – Sec. V – General Terms and Conditions – Item Z – Environmental Management shall be revised to read:

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

13. RFP – Sec. V – General Terms and Conditions – Item AA Safety – item 1, 2 and 3 shall be revised to read:

1. The Successful Offeror shall comply 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.
2. Reserved.
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.

14. RFP – Attachment E – Additional Insured sentence shall be revised to read: The Certificate shall include the County of Henrico and Henrico County Public Schools

named as an additional insured for the Commercial General Liability coverage under Successful Offeror's blanket customer endorsement.

15. RFP – Attachment E – Automobile Liability Insurance shall be revised to read:  
Business Automobile Liability – including Successful Offeror owned, and hired car coverage Combined Single Limit - \$1,000,000 each accident
16. RFP – Attachment E - Abuse and Molestation Coverage shall be revised to read: Successful Offeror's Commercial General Liability does not exclude claims for sexual abuse or molestation.
17. RFP – Attachment E – Note 2 shall be revised to read:  
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. Commercial General Liability 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.

-

By signing the Contract, the parties thereto have approved these Negotiated Modifications.