



RICHMOND BEHAVIORAL HEALTH AUTHORITY
107 SOUTH FIFTH STREET
RICHMOND, VIRGINIA 23219

FORMAL BID

Bid Prepared By:
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804-819-4113

Invitation for Bids (IFB) No: 2010-AD-0028
Bid Due Date: March 16, 2010
Bid Due Time: 3:00 P.M.

February 22, 2010

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received by the Purchasing Office, Richmond Behavioral Health Authority (RBHA) until, but no later than **3:00 P.M. Local Time Prevailing March 16, 2010**, and then publicly opened and read aloud for UNARMED SECURITY GUARD SERVICES (NIGP Codes 990-46).

PRE-BID MEETING AND SITE VISIT A mandatory pre-bid meeting and site visit will be held promptly at 2:00 p.m. on Thursday, March 4, 2010, Room 206, at 107 South Fifth Street Richmond, Virginia 23219. All contractors must sign in to attend the Site visit. Interested parties must attend this meeting to be a responsive bidder.

Bidder's Instructions:

To be considered, your bid must be submitted on a copy of this Invitation to Bids. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Richmond Behavioral Health Authority Purchasing Office as indicated below. **Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by electronic mail.**

An envelope and/or package containing a bid should be sealed and clearly marked "**BID ENCLOSED.**" **Mark outside of envelope with Invitation for Bid # 2010-AD-0028 and opening date of bid and time. Bids shall be hand-delivered or mailed to:**

**Theresa L. Harris, CPPB, VCO
Contract Specialist
Richmond Behavioral Health Authority
107 South Fifth Street
Richmond, Virginia 23219**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, shall be rejected. The time of receipt shall be determined by the time clock stamp in the lobby area of Richmond Behavioral Health Authority (RBHA). Bidders are responsible for

ensuring that their bids are stamped by RBHA personnel before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at <http://www.rbha.org>.

Bidder must complete Pricing Sheet. In order to be considered for selection, bidders must submit a complete response to this IFB. **(Failure to furnish prices for all items listed on the Bidder's Sheet may result in declaring a bid nonresponsive)**

Failure to submit a bid on the form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Authority reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Authority may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

Bids submitted in pencil may be cause for rejection.

Bids may be withdrawn subject to all provisions and conditions for and outlined in the Purchasing Manual. If a Bid is withdrawn under authority of this section, the next lowest bidder shall be deemed to be the low bidder on the project.

NO CONTACT POLICY: Any contact with any representative other the Purchasing Staff is prohibited. Such unauthorized contact may disqualify your firm from the subject purchasing transaction.

This bid must be completed and signed by an authorized representative.

**SECTION I
PRICING SCHEDULE**

1.1 PRICING SCHEDULE: Basis for award decision will be based on the evaluation of each price times the estimated quantities.

Price per month: \$ _____ per guard X 2 guards X 12 months = \$ _____

TOTAL SUM \$ _____ annually

Prices shall be in the form of a firm fixed price.

1.2 ADDITIONAL COSTS. The cost of uniforms, all required security supplies, equipment and training shall be included with the monthly cost of each guard. Further, the Contractor shall pay the Social Security benefits, Unemployment Taxes, and Employer's Liability Insurance for all personnel employed by the Contractor.

1.3 LICENSE: In accordance with Section 9.1-139 of the Code of Virginia (1950), the bidder shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid. The bidders shall place their license number in the space provided below:

Private Security Services Business License Number: _____

For assistance, bidders may contact the Department of Criminal Justice Services at 804-786-4000 or visit www.dcjs.virginia.gov.

SECTION II SPECIFICATIONS

2.0 PURPOSE

The purpose of this Invitation for Bids is to describe the services required by the Authority for its main office located at 107 South Fifth Street, Richmond, Virginia 23219. Richmond Behavioral Health Authority (RBHA) is the statutorily established local Authority responsible for mental health, mental retardation, and substance abuse and prevention services in the city of Richmond, Virginia. During the 1996 Session, the General Assembly passed and the governor signed HB 748 allowing the creation of the Richmond Behavioral Health Authority. RBHA is responsible for the security and safety of the customers, guests, employees and property of the main offices located in the Richmond Metropolitan Area. To carry out this responsibility, the RBHA needs highly qualified, highly skilled, registered guard personnel at its main location. These guards shall provide daily deterrent against unauthorized, illegal, or potentially life-threatening activities directed toward RBHA employees, customers, visitors, information, programs, and property.

2.1 SCOPE OF WORK

A. RBHA shall have the right to:

1. Approve or reject contractor's personnel at any time and for any reason.
2. Change hours of coverage, duties, and responsibilities for any post or position at any time for any reason.
3. Conduct performance inspections to determine the overall quality of contract performance, the job knowledge of individual security personnel, and the effectiveness of training; to observe and determine the conduct and appearance of security personnel; to determine compliance with the RBHA procedures, rules and regulations.
4. A minimum of three shift inspections, including all posts, is to be conducted and written reports turned in by the contractor each week, when requested.
5. Require the contractor to conduct personnel inspections. Personnel inspections should include written evaluations on each security officer and should be turned in to the General Services Coordinator, when requested. Also, all disciplinary actions involving security officers should be reported in writing.
6. Approve or reject contractor's employee attendance/time tracking method.
7. Review all security training for each security officer assigned to a RBHA facility or building.
8. Receive documentation of training completion by all guards assigned to RBHA facility or building.

B. General Information:

1. The Contractor shall provide security services five (5) days a week excluding RBHA holidays for 107 South Fifth Street, Richmond, Virginia. The Contractor shall provide two (2) unarmed, uniformed security guards. Contractor shall work cooperatively and diligently to achieve a smooth transition between successful bidder and incumbent. These services include, but are not limited to the following:
 - a. Protective security and personnel access control. One guard shall be stationed in the lobby/reception area; the second guard shall provide foot patrol to the facility, the parking garage and immediate surrounds.

- b. Federal, State and local laws and RBHA rules and regulations enforcement (i.e. contractor personnel respond to calls, determine nature of problems, and resolve them).
 - c. Fire detection and intrusion alarm control.
 - d. Emergency procedures support and crisis management.
 - e. Monitor all security systems, which include closed circuit television surveillance systems.
 - f. Provide routine and emergency protection and security support services.
 - g. Provide training to security force management, supervisors, and officers.
 - h. Provide qualified, trained replacement security personnel for emergency purposes (i.e. sickness) to start within one hour of the regular tour of duty.
 - i. Safety. Perform all necessary services to assure the safety and protection of building occupants and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to, fire, theft, trespass, espionage, and sabotage.
 - j. Hazardous Conditions. Report immediately potentially hazardous conditions and items in need of repair.
2. Other general work and services required for posts or positions including, but not limited to:
- a. Inspection Tours. Make patrols in accordance with established routes and schedules.
 - b. Deviation from Prescribed Schedule & Route. Security personnel are authorized to deviate from prescribed schedules and routes whenever valid conditions or circumstances so demand. Such deviations should be properly documented.
 - c. Identifications. Assure proper employee identification before allowing building access during non-business hours and monitor sign-in/sign-out log.
 - d. Maintain Order. Maintain order and neatness within areas of assignment, to include light housekeeping.
 - e. Reports and Records. Prepare and submit instructions, and reports, including reports on accidents, fires, and other incidents, and maintain and make available all records in connection with duties and responsibilities of the assignment.
 - f. Material Removal. Check all materials being removed from Authority facilities; insure proper documentation and approval have been received.
 - g. Injury or Illness. Summon and/or provide appropriate assistance in accordance with established procedure in the event of any injury or illness.
 - h. Emergency Assistance. In the event of an emergency or unusual occurrence, summon appropriate assistance immediately and comply with actions in accordance with established procedures.
 - i. Escort undesirables off premises.
 - j. Mail and Messages. When so authorized, receive, safely retain, and turn over to appropriate persons, official mail and messages and receive telephone calls in connection with the responsibilities of the assignment. Any unauthorized use of the telephone by contracted security officers is grounds for their immediate removal from facilities.
 - k. Monitor mechanical systems during business hours and contact appropriate maintenance personnel in accordance with established procedures (e.g. elevators)
 - l. Additional Duties. Turn off unnecessary lights; check safes, doors, windows, gate, etc.; open and secure door.
 - m. Monitor the Receptionist desk and the telephone switchboard during breaks,

lunch hours, vacations and sick leave.

3. The Contractor shall maintain close working relationships with appropriate local agencies, including police departments and fire departments of the City of Richmond, Virginia.

4. The Contractor shall cooperate with and support other organizations. Contractor services are NOT performed under direct supervision by Authority personnel. Certain situations require Contractor personnel to respond to calls, determine nature of problem, and then turn the problem over to the cognizant personnel. In other situations, Contractor personnel may be requested to provide traffic or crowd control in support of police/security activities. In such instances, the request will be made to the Contractor's Contract Manager, Assistant Contract Manager or shift Supervisor and shall be carried out under Contractor supervision.

5. Work to be performed under this contract is protective and preventive in nature. Emphasis must always be on the protection of property and personnel by using a system of preventive measures. The Contractor shall maintain law and order and ensure the enforcement of federal, state and local laws, various law enforcement acts and ordinances, and Authority rules and regulations. The Contractor is expected to assist with emergencies.

6. Contractor will provide an operations plan showing standard and emergency operations, employee replacement, no-show coverage and organizational chart and personnel positions indicating experience to accomplish security services for the contract.

7. The Contractor shall provide a qualified contract manager at all times (on call 24 hours a day) to administer all services described in the specifications, receive any complaints concerning the contract requirements, and rectify the causes of the complaints. The Contractor shall provide qualified supervision to include regularly scheduled post checks by the "Area Supervisor" to ensure that the quality of service provided is adequate to meet the Authority's needs. Inspections shall include, but not be limited to, standards of performance, conduct, appearance and punctuality. Contractor shall ensure that the "Area Supervisor" is available to respond to the facility within thirty (30) minutes after being contacted to either resolve problems of the security officer on duty and/or to meet with an RBHA representative.

8. Hours of Operation.

a. Guard's regular shifts will be eight (8) hours and at no time shall a guard be required to work over 12 hours continually. On days when the normal hours of operation extend beyond a single eight hour shift, the guard shifts shall be staggered so that no individual exceeds an eight hour day (exclusive of lunch period). For example, one shift shall be from 7:30 a.m. to 4:30 p.m. The other shift shall be from 11:00 a.m. to 8:00 p.m.

b. Facility or Building. The contractor shall provide unarmed uniformed security officers at 107 South Fifth Street, Richmond, Virginia during the scheduled times indicated. The scheduled times of security service at RBHA facility or building shall be as follows:

Hours of Service:

Monday	7:30am – 6:00 pm
Tuesday	7:30am – 8:00 pm
Wednesday	7:30am – 8:00 pm
Thursday	7:30am – 6:00 pm
Friday	7:30am – 6:00 pm

c. RBHA Hours of Operation: The facility or building hours are as follows:

Crisis Operation:	Seven (7) days per week, 24 hours per day
Main Operation:	Monday – Friday 8:00am – 5:00 pm

d. With the exception of short breaks for personal relief, the Contractor shall be responsible for ensuring continuous coverage for existing breaks, such as meals. The Contractor shall also be responsible for providing uninterrupted coverage should the security officer scheduled for duty fail to report for any reason.

C. Contractor Furnished Property. The Contractor shall furnish all personnel, supervision, management, equipment, materials, transportation and supplies required to plan, schedule, coordinate and assure effective performance of all required services necessary to provide security support services for RBHA. All contractor-furnished property shall be at no additional cost to RBHA. Such items include, but are not limited to:

1. All approved uniforms and all contract security personnel. All Contractor personnel shall be in uniform and shall wear only authorized uniforms and equipment while in a duty status. Uniforms and equipment shall be consistent in style and color for all Security Services personnel, except that supervisors may wear a different style uniform to signify position
2. Materials and Supplies. Contractor shall provide flashlights and replacement batteries for designated personnel, and other supplies as needed for the performance of the work.
3. Two-way radios for on-site use while on duty.

2.2 CONTRACTOR QUALIFICATIONS: Bidders shall include a qualifications statement showing their ability to meet the below qualifications.

- A. Contractor shall be knowledgeable of rules and regulations governing unarmed security guard services.
- B. Contractor shall have an established business and have been in operation a minimum of five (5) years.
- C. Good report writing skills
- D. Good communication and customer service skills
- E. Have a history of preventive patrol experience (interior and exterior), including observing and reporting unauthorized persons, lighting, equipment malfunctions, alarms, and contacting appropriate response personnel.

F. Contractor shall have financial resources adequate to perform the contract; comply with proposed delivery schedule and have organizational and operational controls necessary to perform the services required.

G. Be United States citizens, by birth or naturalization. No individuals with Legal Alien Residence or individuals with work visas will be authorized to work on this contract.

H. Contractor shall provide guards who work and communicate effectively with fellow employees and with the general public, and possess sound judgment. Guards shall be able to make decisions regarding application of law, directives and policy to all situations that develop involving employees and customers.

2.3 PERSONNEL.

A. Qualifications. Prior to assuming duties, all Contractor personnel must successfully complete a physical, Virginia Crime Information Center Check, National Crime Information Center Check (NCIC), Background Investigation check and demonstrate physical efficiency. All guards stationed at RBHA shall meet the minimum requirements below:

1. Be at least 21 years of age
2. Maintain Va. Dept of Criminal Justice Services registration
3. Have received a high school diploma or GED (specialized training or some college desirable)
4. Pass a strict criminal background check, provided by the contractor, showing no record or conviction of drug or alcohol abuse/involvement; no criminal record, except minor traffic offenses; no conviction of a misdemeanor crime of domestic violence. Minor offenses do not include driving under the influence.
5. Be first aid, CPR/AED certified
6. Have experience with access control, such as trouble shooting, cleaning card-swipe and basic maintenance skills in card readers and proximity cards.
7. Speak clearly and be able to read, write and speak the English language
8. Present a clean, professional appearance
9. Have no inhibiting physical or mental disabilities that prevent the performance of the employee's duties.

B. Conduct of Contractor Personnel.

1. Contractor employees shall not use Government or private equipment, such as radios or TVs, during the performance of security services for personal use. The Contractor shall ensure all Government and personal property items found out of place (items found on floor or in restrooms and common use areas that obviously do not belong where found) are turned into the Purchasing Technician.
2. Contractor personnel shall not eat or smoke while performing their duties. Smoking during breaks shall only be permitted in designated smoking areas.
3. Contractor personnel shall not fraternize with RBHA employees.
4. Removal from Duty. The Authority may also request the Contractor to immediately remove any employee(s) from the premises should it be determined by the Authority that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties. The Contractor shall comply with these requests. The Authority may request

that a Contractor employee be removed for the any of the following or as deemed in the best interest of the Authority and its customers:

- a. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance to cooperate in upholding the integrity of the security program at the work site(s);
- b. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- c. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Authority;
- d. Theft, vandalism, immoral conduct, or any criminal actions;
- e. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects, failure to pass drug screening test;
- f. Improper use of official authority or credentials;
- g. Unauthorized use of communications equipment or Government equipment;
- h. Violation of security procedures or regulations;
- i. Unauthorized post abandonment that would jeopardize the safety or security of personnel or a facility;
- j. Failure to cooperate with government officials or local law enforcement authorities during an official investigation;
- k. A proven sexual harassment incident involving guards, RBHA employees, or others at the locations, e.g. task order employees, visitors, etc.
- l. The possession of any unauthorized supplemental equipment, e.g. chemical agent devices, concealed firearms, knives, "come-along" devices, or other such non-standard items.

D. The General Services Coordinator or his/her designated representative will make all determinations regarding the removal of any employee(s) from the work site(s).

E. Regulations.

1. RBHA regulations contain the basic procedures for the operation, maintenance and protection of property.
2. The Contractor will provide guard post orders.

F. Training Requirements. Contractor shall be responsible for initial and recurrent training and orientation of all assigned personnel. The Contractor shall indicate training requirements and the plan/program to accomplish the training.

2.4 OPERATIONAL REQUIREMENTS. The contractor shall indicate operational requirements and provide an operational plan of services it can provide to RBHA for security services. This would include reports and record maintenance.

**SECTION III
SPECIAL TERMS AND CONDITIONS**

3.0 ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication in any form of such sales or services to RBHA will be used in product literature or advertising without the express written consent of RBHA.

3.1 AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the RBHA, whichever is sooner. The agency, its authorized agents, and/or its auditors shall have full access to and the right to examine any of said materials during said period.

3.2 AWARD: The Authority will make the award to the lowest responsive and responsible bidder. Evaluation will be based on a TOTAL SUM basis. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern.

The Authority reserves the right to conduct any test it may deem advisable and to make all evaluations. The Authority also reserves the right to reject any or all bids, in whole, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards.

3.4 BRAND NAME OR EQUIVALENT: Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the Authority, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted (Code of Virginia, § 2.2-4315).

3.5 DELIVERY: The successful bidder shall agree to make deliveries to the location outlined within this Invitation for Bids (IFB). Delivery shall be F. O. B. destination, inside delivery and installation included. State your earliest firm delivery or performance date: _____. This date may be a factor in making the award.

3.6 RENEWAL OF CONTRACT: The resulting contract may be renewed by RBHA upon written agreement of both parties for a period of one year (not to exceed four (4) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

If RBHA elects to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased or decreased by more than the percentage increase/decrease of the US City Average, All Items category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**SECTION IV
GENERAL TERMS AND CONDITIONS**

4.0 ANTI-DISCRIMINATION: By submitting their offer, all Bidders certify to the RBHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A. and B. below apply:

1. During the performance of this contract, the vendor agrees as follows:

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the vendor has contracts over \$10,000.00.

The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

2. The vendor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.1 ANTITRUST: By entering into a contract, the vendor conveys, sells, assigns, and transfers to the RBHA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States of America and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under said contract.

4.2 APPLICABLE LAW AND COURTS: This contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to this contract shall be the Circuit Court of the City of Richmond. The vendor shall comply with applicable federal, state and local laws and regulations.

4.3 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the vendor in whole or in part without the written consent of the RBHA nor shall the contractor assign any monies due or to become due hereunder without the prior written consent of the owner.

4.4 CLARIFICATION OF TERMS: If any prospective vendor has questions about the Scope of Work or other solicitation documents, the prospective vendor should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

4.5 DEBARMENT STATUS: By submitting their bid, all vendors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by an agency of the Commonwealth of Virginia.

4.6 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the RBHA, after due oral or written notice, may procure them from other sources and

hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the RBHA may have.

4.7 DRUG FREE WORKPLACE: The vendor acknowledges and certifies that it understands that the following acts by the vendor, its employees, and/or agents performing services on RBHA property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the RBHA in addition to any criminal penalties that may result from such conduct.

4.8 ETHICS IN PUBLIC CONTRACTING: By submitting their bids, all vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their 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.

4.9 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.10 INSURANCE: The vendor certifies that it will have the insurance coverage's listed below at the time the work commences. Additionally, it will maintain such coverage during the entire term of the contract, and all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia.

During the period of the Contract, RBHA reserves the right to require the vendor to furnish certificates of insurance for the coverage required by the Commonwealth as indicated.

Insurance Coverage Required:

Employer's Liability \$1,000,000.

Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.

Statutory Workers' Compensation and Employers' Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker's Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.

Professional Errors and Omissions Insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 in aggregate.

Fidelity Bond or Employee Dishonesty Insurance with limits of not less than \$25,000 per occurrence.

Other insurance as required based upon the nature of the contract.

4.11 MINORITY BUSINESS PARTICIPATION: Richmond Behavioral Health Authority is working with City of Richmond to develop its minority and emerging small business communities. We therefore encourage the use of minority and emerging small businesses on all RBHA contracts to the fullest extent reasonably possible. The City's Office of Minority Business Enterprise is available at 646-3985 as a resource in identifying local MBEs and ESBs.

4.12 OBLIGATION OF Bidder: By submitting a bid, the vendor covenants and agrees that vendor has satisfied itself, from vendor's own investigation of the conditions to be met, that vendor fully understands its obligation and that vendor will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

4.13 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the RBHA pursuant to the contract shall belong exclusively to the RBHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure as permitted under the Virginia Freedom of Information Act; however, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Cost or price data shall not be proprietary.

4.14 PAYMENT:

To Prime Contractor:

Invoices for goods or services delivered and accepted shall be submitted by the Contractor directly to Accounts Payable in the Finance Office. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

To Subcontractors:

A vendor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the vendor's receipt of payment from the RBHA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the RBHA and the subcontractor(s), in writing, of the vendor's intention to withhold payment and the reason.

The vendor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the vendor that remain unpaid seven (7) days following receipt of payment from the RBHA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each subcontractor performing under the primary contract. A vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the RBHA.

4.15 PRECEDENCE OF TERMS: In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

4.16 PREVAILING LAWS: All services provided by the vendor pursuant to this agreement shall be performed to the satisfaction of the RBHA, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. The vendor shall not receive payment for work found by the RBHA to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.

4.17 PROCUREMENT REGULATIONS: This solicitation is subject to the provisions of the purchasing regulations of the RBHA and any revisions thereto, which are hereby incorporated into this contract in their entirety. This solicitation is subject to the provisions of the Virginia Public Procurement Act (VPPA).

4.18 QUALIFICATIONS OF BIDDERS: The RBHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the work and the vendor shall furnish to the RBHA all such information and data for this purpose as may be requested. The RBHA reserves the right to inspect the vendor's physical plant prior to award to satisfy questions regarding the vendor's capabilities. The RBHA further reserves the right to reject any proposal if the evidence submitted by or investigations of such vendor fails to satisfy the RBHA that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

4.19 SEVERABILITY: If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions is held invalid, such holding shall not affect the remaining provisions.

4.20 TAXES: All bids submitted exclusive of direct Federal, State and Local Taxes. RBHA is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request. However, if the bidder believes that certain taxes are properly payable by the RBHA, it may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished upon request.

TERMS AND SIGNATURE SHEET

My signature below certifies that the accompanying Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

In compliance with the above invitation for bid and subject to all the terms and conditions thereof the undersigned offers and agrees, if this bid is accepted within _____calendar days from the date of the opening to furnish all of the items which prices are quoted, at the same price set opposite each item delivered at the point specified and unless otherwise within the time specified herein. The Authority's terms are 2% 20 Net 30 unless otherwise indicated hereof _____. Time allowed for cash discounts will be computed from date of receipt of properly executed invoice or date of delivery, whichever is later.

If you desire not to quote on this Invitation, please forward your acknowledgment of NO BID. Return of only the "Terms and Signature Sheet" with authorized signature and indication of NO BID as appropriate. Failure to comply may be cause for removal of your company's name from the bid list for subject commodity.

NO BID (Check here if No Bid is made)

Complete Legal Name of Bidder:

Address: _____

Fed. ID No.: _____

Signature: _____

Title: _____ Date: _____

Telephone No.: (_____) _____ FAX No.: (_____) _____

Email: _____