



**RICHMOND BEHAVIORAL HEALTH AUTHORITY
107 SOUTH FIFTH STREET
RICHMOND, VIRGINIA 23219
(804) 819-4113**

March 1, 2010

**REQUEST FOR PROPOSALS # 2010-AD-0027
SNACK AND BEVERAGE VENDING SERVICE**

Potential offerors may communicate only with the procurement official during this procurement process. Communications may be directed to Theresa L. Harris, Contract Specialist, at harrisl@rbha.org. Any communication with other officials or Board Members of the Richmond Behavioral Health Authority (RBHA) concerning this procurement is strictly prohibited and may be grounds for disqualification of the potential offeror.

Vendor Notification. In order for RBHA to be aware of potential offers for this solicitation, each respondent is requested to email notification of receipt of the solicitation to the above email address. Information requested: organization name, contact name, email address, telephone number and fax number. Submission of the requested information does not obligate the potential vendor to submit a response. All official changes, amendments or addenda will be posted to the RBHA web site at <http://www.rbha.org>. It is the responsibility of the potential vendor to check the web site for these notices.

A Pre-Proposal Conference to discuss the requirements of this Request for Proposals is not planned. All interested vendors are encouraged to submit written questions no later than **3:00 p.m. March 15, 2010**. Written answers will be provided in addendum format.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 3:00 P.M. MARCH 31, 2010. Mail or hand delivered proposals to Richmond Behavioral Health Authority, 107 South 5th Street, Richmond, Virginia 23219, Attention: Theresa L. Harris, Contract Specialist.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROPOSALS ARE RECEIVED AT THE LOCATION INDICATED BY THE DATE AND TIME LISTED HEREIN. THIS COVER SHEET MUST BE INCLUDED IN YOUR PROPOSAL WITH ALL REQUESTED INFORMATION AND AN AUTHORIZED SIGNATURE. IF AN ADDENDUM IS ISSUED TO THIS RFP, IT IS THE RESPONSIBILITY OF THE OFFEROR TO PROVIDE ACKNOWLEDGEMENT OF THAT ADDENDUM AS PART OF THE PROPOSAL SUBMISSION.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED OFFEROR AGREES TO FURNISH

THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, RBHA shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Richmond Behavioral Health Authority, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Richmond Behavioral Health Authority, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Richmond Behavioral Health Authority.

By signing this document I hereby certify that I am authorized to sign as a Representative for the Firm and to obligate the Firm to the terms and conditions contained herein:

(Official Signature)

Print Name

Print Name of Organization

Tax Identification Number

Organization Address

Telephone Number

Facsimile

Email Address

Date

SECTION 1: PROCEDURAL REQUIREMENT

1.1 PURPOSE

This document constitutes a request to solicit sealed proposals to establish a term contract through competitive negotiations for the operation and management of snack and beverage vending services at Richmond Behavioral Health Authority, a political subdivision of the Commonwealth of Virginia. Services will be on an as needed basis. It is the Authority's intent to enter into a commission-based agreement. The Authority intends to award a single firm fixed contract.

1.2 BACKGROUND

The Richmond Behavioral Health Authority, herein referred to as RBHA or Authority, is a non-profit organization dedicated to providing exceptional behavioral health care services to the citizens of the Richmond, Virginia metropolitan area. The Richmond Behavioral Health Authority is located at 107 South 5th Street in the city of Richmond, Virginia. The facility is licensed by the Commonwealth of Virginia to provide behavioral health care and substance abuse services. The Authority generates approximately 32 million dollars in revenue annually. Revenue sources include Medicare, Medicaid, private insurance, and self-pay.

RBHA currently has the following machines stocked with national brand items and maintained and serviced on a weekly basis. All cold beverage machines dispense 20 ounce bottles.

Lobby

1 Drink Machine
1 Snack/Gum Machine

1st Floor

1 Drink Machine
1 Snack/Gum Machine

2nd Floor Multi-Purpose Room

2 Drink Machines, glass fronted
1 Coffee/Specialty Beverage Machine
1 Snack/Gum Machine
1 Cold Food Machine

3rd Floor

2 Drink Machines
1 Snack/Gum Machine

Approximately 450 employees work at the main facility. An estimated 130 visitors and consumers have access to the vending machines. The annual sales potential listed herein is an estimate only based on previous:

	FY2009	FY2008	FY2007	FY2006	FY2005
Lobby	2,141	1,821			
1st Floor	3,499	2,705			
2nd Floor	6,200	5,319			
3rd Floor	4,108	3,769			
Total	15,948	13,614	13,303	15,195	5,722

1.3 STATEMENT OF NEEDS

A. GENERAL

1. The contractor shall furnish all labor, materials and equipment necessary to provide professional, efficient, sanitary and ecologically sound vending services as described herein. The contractor shall provide personnel properly trained in providing vending machine service and maintenance.

2. The contractor shall be responsible for complying with all health department, state and local regulations; securing all necessary permits for operation of the vending services; and for the collection and payment of all applicable federal, state and local taxes. Current copies of all permits shall be maintained and available to the Authority on demand.

3. Contractor shall adhere to regulations concerning parking, safety, security, access, etc. It is the responsibility of the Contractor to keep all vending machines, material handling equipment, and service vehicles in a clean, attractive and sanitized condition to the satisfaction of the Authority.

4. All expenses for the installation or removal of vending machines are the sole responsibility of and borne by the Contractor.

5. Pending award of this contract to other than the incumbent, a transition period will be necessary. In such case, it is desired that an orderly transition be accomplished as quickly as possible, preferably within one (1) month from the contract award date. There shall be no interruption to vending service. The contractor shall coordinate the initial project start-up and all services thereafter with the General Services Coordinator.

B. EQUIPMENT

1. The contractor shall install current model vending machines at the designated locations throughout the premises. The machines shall be in good operating condition and offer a variety of snack products, candy, juices and non-alcoholic carbonated beverages and non-carbonated hot and cold beverages. All vending machines shall meet applicable industry and Federal specifications. The machines shall be stocked, operable and available twenty-four (24) hours a day, seven (7) days per week.

2. The snack machines shall be clear front with validating capabilities (dollar bill changer) and shall include a variety of nationally known brand name snacks, chewing gum and candies.

3. The cold beverage machines shall have validating capabilities (dollar bill changer) and shall include Pepsi, Coca-Cola and various other nationally known brand name beverages and juices.

4. All vending machines shall have, at a minimum, a one dollar (\$1.00) bill validator.

5. The hot beverage machine shall dispense a variety of coffees and other specialty drinks.

6. Upon mutual agreement, or when necessitated by repairs or renovation of RBHA offices, the contractor shall be responsible for moving vending machines to better accommodate RBHA needs.

7. The contractor shall keep all vending machines sanitary and in good operating condition at all times, including any meters and special attachments.

8. Responsibility for upkeep and operation of all vending machines resides solely with the contractor. The Contractor shall respond to any request for service within 24 hours of the initial contact for repairs. A contact number shall be placed on all machines for notification of repair. In the event a machine cannot be repaired within 48 hours, the Contractor shall provide a replacement at the Contractor's expense. The Contractor shall provide vending equipment maintenance and repair service Monday through Friday.

9. Space and utilities for vending operations shall be provided; however, final connections for all vending machines shall be made by the Contractor. The buildings will not be altered to accommodate the placement of the vending machines. The equipment shall be placed only in the areas designated by the General Services Coordinator. Damage to Contractor's supplies or equipment caused by the interruption of utility services shall not confer liability on the part of the Authority.

10. All machines operate on standard electrical current for plug in operation. Space restrictions exist for machines located on floors 1 and 3. Doorway restriction is maximum 32". Typical dimensions for 1st floor are 64" x 37". Typical dimensions for 3rd floor are (1) 45" x 45"; (2) 84" x 38". Successful offeror shall be responsible for final measurement and fit. Elevators are available for positioning of machines.

C. CONTRACTOR PERSONNEL

1. The Contractor is responsible for establishing effective management controls in the performance of the contract. The Contractor shall appoint a Project Manager who will routinely review and inspect operations, and fill staff vacancies, if necessary. The Contractor's agent shall have knowledge as to all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.

2. The Contractor shall utilize its own employees and equipment. It is the responsibility of the Contractor to provide a sufficient staff of properly trained employees to consistently maintain machines.

3. The Contractor shall provide bonded employees to handle cash. The Contractor shall provide an accurate list of such bonded employees authorized to service machines at RBHA.

4. The Contractor's employees shall have easily identifiable uniforms that include the employee's name. Employee identification shall be clearly visible at all times. Mutual agreement between RBHA and the Contractor shall determine exceptions to this requirement. All Contractor employees must present a neat and clean appearance.

5. All contractor personnel assigned to the Agency shall have a periodic health examination as required by law for food service employees. This expense shall be borne by the Contractor.

D. INVENTORY AND STOCKING

1. The equipment inventory may vary as it relates to quantity, size, and selection. Machines should be stocked with National Brand items. The inventory now in use includes Snack Machines which vend potato chips, candy bars, pastries, cookies, flavored crackers, rolled candy such as mints, and chewing gum; Cold Beverage Machines which vend Coca-Cola, Pepsi, juice and water; Hot Beverage Machine dispensing coffee, lattes, and hot chocolate; Food Machines which vend sandwiches such as chili cheese hot dogs, submarine sandwiches, breakfast items, and cold salads with dressing.

2. All machines shall provide healthy choice selections as determined by the Authority.

3. The Contractor shall maintain and service all vending equipment on a frequent and continuous basis. Service or restock each vending machine as necessary to maintain an adequate supply of fresh products or when approximately 50% of its inventory is sold.

4. Cold Drink Machines should have a minimum of six (6) national brand selections per machine to include two (2) diet selections.

5. The brands of all products sold through vending machines are to be limited to those enjoying national and local acceptance.

6. All perishable food sold through vending machines shall be packaged, coded and replaced with fresh product on a regular basis. It shall be maintained at a temperature of 41 degrees Fahrenheit. Handling of perishable foods shall be in such a manner as to prevent prolonged exposure to warm temperatures.

7. All crating, packaging and other debris generated by the Contractor shall be removed from the premises by the Contractor before leaving following each installation or delivery.

E. PAYMENT AND PRICING

1. The commission for vending services as stated herein shall be computed monthly based on the contracted percentage of gross receipts on each product sold. The term "gross receipts" is hereby defined to mean receipts from all sales of Contractor product vended on RBHA property. Each month the contractor shall submit monthly sales receipts to the General Services Coordinator in order for the Authority to determine the correct commission amount to be paid by the Contractor.

2. Commission payments shall be submitted on or before the tenth (10th) of the month on sales for the previous month. Checks shall be payable to Richmond Behavioral Health Authority and mailed directly to the Finance Department. A report of revenue and payment of commission

will be rendered to RBHA on/before the tenth (10th) day of the subsequent month. Reports shall be included with the payment to the Authority to insure proper credit. Each year on the anniversary of award, the Contractor shall provide an annual sales report summarizing operations, gross receipts, commissions and other related information.

3. The selling price of the items in all machines shall not exceed the prices listed below for the first 365 calendar days after the effective date of the contract. Increases in prices shall be allowed only as stated in the Terms and Conditions, Renewal, after the initial 365-day term. Items not listed below shall sell at a mutually agreed upon price.

Bottled Soft Drinks, All Flavors, 20oz.	\$1.25
Bottled Juices and Smoothies, 12 oz.	\$1.50
Food in Cold Food Machines	\$3.50
Candy Items (including snack bars)	\$1.00
All Pastry Items (excluding cookies)	\$1.00
1 oz. Potato Chips	\$0.85
Cracker/Cookie Packages	\$0.50
Rolled Candies/Gum	\$0.50

F. REFUND POLICY

1. Refunds shall not be reflected in the total sales volume or impact the required sales commission due to RBHA.

2. A voucher refund system shall be required and shall involve dispersing of funds through representative(s) of the Authority. The voucher system shall include a form supplied by the Contractor to be completed by the person making the refund claim. The Contractor shall expedite and be liable for the supply and maintenance of funds for such refunds to the satisfaction of the Authority. The Contractor shall check designated money refund area(s) weekly for reports of money lost in machines

G. CONTRACT COMPLETION OR TERMINATION

1. At contract completion, the Contractor shall remove all equipment within thirty (30) days notice thereof or as indicated in such termination notice. At the option of RBHA, the Contractor shall continue service until a new contract for vending service can be established and said agreement shall be in writing showing consent of both parties.

2. The Authority may remove and place in storage any Contractor equipment that is not promptly removed upon the termination of the contract. If the Contractor does not remove the equipment after sixty (60) days from the date of receiving a written notice, the Authority will, at its discretion, dispose of the equipment at the expense of the Contractor.

H. RBHA's RESPONSIBILITY. RBHA will provide, without charge to the Contractor:

1. Space for the purpose of operating a Vending Machine Service.

2. Pest control, heat, water, and utility (including water and electrical outlets) for all approved equipment.

3. It is understood that the Authority shall not be in breach of this agreement or liable for any damage to the Contractor's property caused by any suspension or interruption of utility services.

1.4 **PROPOSAL PREPARATION AND SUBMISSION**

Submittals are expected to be substantive in nature. Proposals should be prepared economically and straightforward, offering concise information on the ability of your firm to satisfy the requirements of this RFP. Please follow the format and submit proposals in the prescribed sections. When making reference to the Statement of Needs, please provide a link to the specific section to which you are responding. Keep in mind, proposals must address each section identified to be considered substantive. Proposals shall be typed/word processed, with a maximum of 50 pages. Proposals should be bound and arranged in sections as detailed below.

Section 1. Technical Qualifications/Experience. Prepare a qualification statement that details your firm's ability to provide the services solicited by this RFP. Resumes of key staff members that will participate in this contract, if awarded to your firm, should be included in this section. Any general resume format will be accepted, but no more than 2 pages per individual resume. Relevant company assignments, demonstrating your firm's history/experience with similar assignments may also be included in this section and in handling programs for non-profit entities. Additionally, this section shall include a statement of your understanding of scope of work presented in this RFP.

Section 2. Project Approach. Describe in detail how your firm plans to execute the scope of work identified by this RFP. Each requirement of the scope of work should be addressed, including a transition plan. Include a representative sampling of proposed items/selections of commodities with which the machines will be stocked.

Section 3. References. Prepare a list of clients your company has serviced or is currently servicing. The list should include the contact name for the project, the telephone number, a brief description of the services. This requested information shall be included in the format provided in Section III. The Richmond Behavioral Health Authority reserves the right to contact each reference and discuss the project.

Section 4. Other Information Any other information thought to be relevant, but not applicable to the other categories, should be provided in this section. If publications are supplied by the contractor to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the selection committee.

Section 5. Small, Woman and Minority Business Inclusion. Provide a detailed plan which includes the use of certified Small, Women and Minority (SWAM) firms. Contact the Department of Minority Business Enterprise if assistance is needed.

Section 6. Price and Price Related Factors. In a separately bound package, provide your pricing/ commission structure.

1.5 PROPOSAL EVALUATION AND AWARD

A. Proposals shall be evaluated using the following criteria based on the Offeror's response to requirements denoted above:

<u>Criteria</u>	<u>Weights</u>
1. Qualifications/Experience of Firm and Staff	25
2. Project Approach	25
3. Price and Price Related Items	30
4. References and past performance	10
5. Small, Women and Minority Business Inclusion	10

B. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to RBHA. This is a fact finding opportunity for RBHA to ask questions and for the Offerors to clarify or elaborate on their proposal. Oral presentations are an option of RBHA and may or may not be conducted.

C. Award: Selection shall be made of two or more offerors deemed to be fully qualified on the basis of the above factors, including price. Negotiations shall then be conducted with each of the offerors so selected. RBHA shall select the offeror which, in its opinion, has made the best proposal and make award the contract in accordance with the VPPA.

1.6 SUBMISSION

Offerors should submit one (1) original (so marked) and four (4) copies of their proposal, signed by the offeror's agent who has the authority to obligate the firm to the terms and conditions contained herein.

A. All proposals must be sealed and labeled (on the outside of sealed container) to show the following:

1. RFP Number 2010-AD-0027, Snack and Beverage Vending Service
2. Name of Offeror
3. Address of Offeror
4. Point of Contact (Full Name)
5. Telephone Number/Facsimile/Email Address/Website Address
6. Closing Time and Date: Wednesday, March 31, 2010

B. All proposals are to be addressed and delivered by the date and time specified on the cover to:

Theresa L. Harris, CPPB, VCO
 Contract Specialist
 Richmond Behavioral Health Authority
 107 South 5th Street
 Richmond, Virginia, 23219

1.7 MULTIPLE PROPOSALS

An offeror may not submit more than one proposal. Proposals that are not complete will be declared non-responsive and will not be evaluated..

1.8 TERM OF CONTRACT

The contract shall commence upon final contract execution and shall continue for a period of three years.

END OF SECTION I

SECTION II – GENERAL TERMS AND CONDITIONS

A. AUDIT

The vendor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RBHA or State auditors shall have full access to and the right to examine any of the vendor's program material during said period. RBHA further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RBHA are based on records of time, salaries, materials or actual expenses. In cases where the vendor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area

B. RECORDS

Records on all clients served under this contract shall be the property of the Authority and shall revert to the Authority on the last day of the contract period. The Authority may assign such records to the Vendor if a contract is re-awarded or renewed, or the Authority may transfer copies of the client record totally or in part to subsequent vendors for continuity of service.

The vendor agrees to retain fiscal and program records for three years or until audited in accordance with Commonwealth of Virginia requirements, whichever is later.

The vendor will maintain individual client records and service information in an accurate manner and provide all RBHA reporting requirements in a timely manner.

C. FISCAL

The Vendor shall have an independent audit performed at its expense for the time period of the contract.

The audit should be performed in accordance with the Single Audit Act of 1984, and the provision of OMB Circular A-128, audits of state and local governments. The audits must also comply in all respects with the generally accepted auditing standards of the American Institute of Certified Public Accountants, the standards for financial and compliance audits contained in the standards for audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office. The audits should include a management letter. The State requires a plan of corrected action to be sent with the audit. Audits are due to the Authority by October 1 each year and five (5) copies are required.

For grant-funded program, the Vendor's audit report must state whether funding provided through the RBHA was spent in compliance with the Board-approved budget.

For purchase of services program, the Vendor must submit reasonably detailed financial statements audited by an independent Certified Public Accountant. The audit must be submitted annually, must examine cost on which the unit rate was determined and must verify that the contract money was received from the authority.

As determined by the 4th quarter financial report, RBHA's share of unexpended funds will be returned to the Authority. If the agency is an RBHA contractor the following year, this fund return will be accomplished through a payment reduction during the second quarter; if the agency is not an RBHA contractor the following year, the funds will be returned to the Authority's General Fund for reappropriation. Financial reports are required after each quarter.

D. OBLIGATION OF OFFEROR

By submitting a proposal, the vendor covenants and agrees that he/she has satisfied him/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

E. CANCELLATION OF CONTRACT

The RBHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon THIRTY (30) days written notice to the vendor. Any contract cancellation notice shall not relieve the vendor of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, RBHA reserves the right to terminate any resulting contract for default if the vendor breaks any of the terms therein or if the vendor becomes insolvent or commits any acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedy that the RBHA may have in law or equity. Default may be construed as, but not limited to, failure to properly perform any and all of its obligations and requirements under any resulting contract.

F. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the RBHA pursuant to the RFP 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 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.

G. INSURANCE: (Rev. 7/1/08)

By signing and submitting a proposal under this solicitation, the vendor certifies that it will have the insurance coverage listed below at the time the work commences. Additionally,

the vendor will maintain this coverage during the entire term of the contract, and all insurance coverage's will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in the Commonwealth.

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 \$ 100,000.00

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.

Fidelity Bond or Employee Dishonesty Insurance with limits of not less than \$25,000 per occurrence. (Submit only if applicable.)

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

The Vendor shall indemnify, defend and hold harmless RBHA, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Vendor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Vendor, its officers, agents and employees.

H. AVAILABILITY FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

I. 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 state property are prohibited:

1. The unlawful manufacture, sale, distribution, dispensing, possession or use of a controlled substance, alcohol or other drugs; and

2. Any impairment or incapacitation from the use of a controlled substance, 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.

J. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the RBHA. In the event that the vendor desires to subcontract some part of the work specified herein, the vendor shall furnish the Purchasing Office the names, qualifications and experience of their proposed subcontractors. The vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract.

K. INVOICES

Invoices for services ordered, delivered and accepted shall be submitted on a monthly basis by the vendor to the attention of "Fiscal Officer" at the RBHA. Monthly invoices are due to RBHA no later than 15 days after the last day of the month. Payment shall be made upon 30 days of the receipt of an accurate and complete invoice. All invoices must include the RBHA contract number and Contractor's federal identification number.

L. RESERVED

M. RENEWAL OF CONTRACT(s)

The resulting contract may be renewed by the RBHA for a period of two (2) successive one-year periods under the terms and conditions of the original contract except as stated herein. After the initial year, price increases for years two and three may only be negotiated on the anniversary of contract award, if requested by the Contractor at least 60 days prior to such anniversary date. Increases shall be approved by RBHA in advance. Subsequent price increases may be negotiated only at the time of renewal. Written notice of the intention of RBHA to renew shall be given sixty (60) days prior to the expiration date of each contract period.

If the RBHA grants a price adjustment, the contract price(s) for the additional one year periods shall not exceed the contract price(s) of the original contract increased/decreased by the percentage increase/decrease of the CPI-W All Items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

N. PREVAILING LAWS

All services provided by the vendor pursuant to this agreement shall be performed to the satisfaction of the RBHA, and in accordance 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.

O. DOCUMENTS AND CONFIDENTIALITY

The vendor ensures that information and data obtained as to personal or medical facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the written consent of the individual. The vendor shall comply with the security and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The vendor shall make available for inspection and/or reproduction by the RBHA any records in the possession of the vendor that relates to the services provided under this agreement.

P. EXPANSION OF TARGET

Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the vendor may be utilized, at the sole discretion of the RBHA, to provide similar services or continuing technical assistance and consultation services in the area addressed by this solicitation.

RBHA reserves the right, but is not obligated, to expand any resulting contract to include additional services throughout the contract term through negotiation and agreement between the parties and written contract modification. In the event of an expansion of the resulting contract, no rates negotiated shall be greater than those usual and customary rates charged for the same or similar services.

Q. GOVERNMENT-FURNISHED EQUIPMENT

Contractors are ordinarily required to furnish all property necessary to perform government contracts. However, if RBHA requires the contractor to use government property such as furniture or equipment, the contractor agrees to be responsible and accountable for and keep written records of RBHA property in their possession or control during the term of the contract. At the end of the contract, the contractor agrees to make arrangements with the Division to return RBHA property.

R. 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).

S. APPLICABLE LAW AND COURTS

Any 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 the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond. The vendor shall comply with applicable federal, state and local laws and regulations.

T. ANTI-DISCRIMINATION

By submitting their proposals, all Offerors 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:

A. 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.

B. 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.

U. IMMIGRATION REFORM AND CONTROL ACT OF 1986: (Rev. 7/1/08) By submitting their proposals, vendors certify that they do not and shall not during the performance of this contract in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the "Act") or otherwise violate the provisions of the Act

V. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, 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.

W. DEBARMENT STATUS

By submitting their proposal, 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.

By submitting their proposal, all vendors certify that they are not debarred, suspended or otherwise excluded parties. Each offeror will be screened at the time of RFP response to ensure that the offeror, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by any Federal Agency of the United States Government.

X. 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 and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

Y. MANDATORY USE OF FORM/TERMS AND CONDITIONS

Failure to submit a proposal on the official forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the RBHA reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

Z. 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.

AA. PRECEDENCE OF TERMS

These General Terms and Conditions shall apply in all instances. 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.

BB. TESTING AND INSPECTION

The RBHA reserves the right to conduct any test/inspection it may deem advisable to ensure services conform to the Scope of Work. Should the services fail to meet the Scope of Work or be unavailable for evaluation, any contract resulting from this solicitation shall be terminated and RBHA shall have no further obligation and the vendor shall have no right to any compensation or reimbursement under or with respect to the contract.

CC. 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 RBHA.

DD. QUALIFICATIONS OF OFFERORS

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.

EE. 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.

FF. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and shall be subject to the requirements of the Virginia Public Procurement Act.
2. The RBHA may order the changes within the general scope of the contract at any time by written notice to the vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the program setting, and staffing patterns. The vendor shall comply with the notice upon receipt. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give the RBHA a credit for any savings. Said

compensation shall be determined by one of the following methods at the discretion of RBHA:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the vendor accounts for the number of units of work performed, subject to the RBHA's right to audit the vendor's records and/or to determine the correct number of units independently; or
- c. By ordering the vendor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized.

The vendor shall present the RBHA with all vouchers and records of expenses incurred and savings realized. The RBHA shall have the right to audit the records of the vendor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the RBHA within (30) thirty-days from the date of receipt of the written order from the RBHA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the vendor from promptly complying with the changes ordered by the RBHA or with the performance of the contract generally.

GG. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The vendor shall comply with privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The vendor shall be expected, if requested by the RBHA, to execute a HIPAA Business Associate Contract/Agreement.

HH. SEVERABILITY

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

II. SUBSTANTIVE NATURE OF PROPOSALS

Proposals that are not substantive may be considered non-responsive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined

in the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP.

JJ. LICENSE

All licenses, permits and inspection fees required for this project shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

KK. 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.

LL. PERSONNEL

The personnel designated in the management summary for key positions shall not be changed except with the permission of RBHA. RBHA will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

MM. RETURN OF PROPOSAL

RBHA advises that all proposals submitted under this RFP will become the property of RBHA and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense. Budgets and price quotations are considered public information in proposals submitted to RBHA. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. If your company classifies aspects of the proposal that are not trade secrets or proprietary as proprietary, may render the proposal non-responsive.

NN. REJECTION OF PROPOSALS

RBHA reserves the right to reject any and all proposals. RBHA reserves the right to negotiate with the selected offeror in order to best serve the needs of RBHA, in respect to both cost effectiveness as well as comprehensive program design.

OO. TAXES

All bids shall be 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 city, it may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished on request.

PP. POST AWARD

Following the selection and signing of a contract, the Contract Manager will notify those offerors whose proposals were not selected along with the name of the selected offeror. Please keep in mind that it may take up to three (3) months to award a contract.

QQ. PAYMENT:

1. To Prime Contractor:

- a. Invoices for services delivered 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).
- b. 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.
- c. 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.

2. To Subcontractors:

- a. A vendor awarded a contract under this solicitation is hereby obligated:
 - (1) 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
 - (2) To notify the RBHA and the subcontractor(s), in writing, of the vendor's intention to withhold payment and the reason.
- b. 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 sub-tier contractor 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.

SS. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

TT. ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Richmond Behavioral Health Authority (RBHA) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that RBHA has purchased or uses any of its products or services, and the contractor shall not include RBHA in any client list in advertising and promotional materials.

END OF SECTION II

SECTION III – ATTACHMENTS

3.1 **PAST PERFORMANCE**

Vendor Data Form. Complete and return this form providing at least three recent firms who have detailed knowledge of your ability to perform the services requested in this solicitation.

3.2 **VENDOR QUESTIONS**

Use this form to submit written questions regarding the statement of needs, terms and conditions, or other information related to this Request for Proposals. Questions must be submitted by the time and dated indicated.

END OF SECTION III

Vendor Data Form (PAST PERFORMANCE)

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in our finding that your offer non-responsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact Name: _____ Phone: _____

3. Years in Business: Indicate length of time in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information FIN or FEI Number: _____ if Company, Corporation, or Partnership.

Last four of SSN (if tax payer id no is not available: _____ for Individual.

5. List four (4) current or recent accounts, commercial or governmental, for Residential Detoxification Services.

a. Company/Institution: _____

Name of Point of Contact _____

Business Telephone Number: (____) _____

Facsimile (____) _____

Email Address _____

Project: _____

Dates of Service: _____

Dollar Value (\$): _____

b. Company/Institution: _____

Name of Point of Contact _____

Business Telephone Number: (____) _____

Facsimile (____) _____

Email Address _____

Project: _____

Dates of Service: _____

Dollar Value (\$): _____

Vendor Data Form (Continued) PAST PERFORMANCE

c. Company/Institution: _____

Name of Point of Contact _____

Business Telephone Number: (____) _____

Facsimile (____) _____

Email Address _____

Project: _____

Dates of Service: _____

Dollar Value (\$): _____

d. Company/Institution: _____

Name of Point of Contact _____

Business Telephone Number: (____) _____

Facsimile (____) _____

Email Address _____

Project: _____

Dates of Service: _____

Dollar Value (\$): _____

I certify that this information is accurate to the best of my knowledge.

Signed: _____ Title: _____

Printed Name: _____

Date: _____

**Questions for REQUEST FOR PROPOSALS # 2010-AD-0027
SNACK AND BEVERAGE VENDING SERVICE**

EMAIL TO: Theresa Harris at harris1@rbha.org or FAX (804) 819-0929 BY 3:00 P.M. MARCH 15, 2010.

Please print your question(s) regarding the above referenced solicitation. *Additional questions can be submitted on a continuation page with the Company Name indicated on each page.*

Company Name: _____

Company Address _____

Requestor Name: _____

Telephone Number: _____

Email Address _____

Questions: