



Request for Proposals



Lines of Coverage: Life/AD&D, STD, LTD, Vol Life

RFP# 072021

Issue Date: 03.16.21

Effective Date: 07.01.2021

Presented by:

McGriff Insurance Services

[Matt Davis](#)

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Richmond Office:

2108 W Laburnum Avenue Suite 300 Richmond VA 23227

804-678-5072

Virginia Beach Office:

One Columbus Center, Suite 202

Virginia Beach, VA 23462

General Information:

Proposal Due Date: 3/31/2021 at 12:00 p.m.

Effective Date: 07.01.2021

Sitused State: Virginia

Industry: Local Government- Behavioral Health and Developmental Disability Services

Address:

107 South 5th Street

Richmond, VA 23219

Website: www.rbha.org

Benefit Admin System: *BenefitFirst*

Richmond Behavioral Health Authority is requesting proposals for Employee Group Basic Life, AD&D, Short term Disability, Long Term Disability, and Voluntary Life.

Contact Jeff Parker at Jeffrey.parker@mcgriff.com or 804-516-1366 for further information. All requests for clarification or questions regarding this proposal must be received no later than 12:00 P.M., 3/26/21.

Questions must be in writing. All posted addenda which include responses to questions must be signed and accompany any proposal submitted.

Proposal Preparation and Submission

Before submitting a proposal, the Offeror must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.

Offerors shall complete and submit one (1) original (so marked) and one (1) copy of the Complete Proposal, signed by a representative duly authorized to execute binding contracts on behalf of the Offeror. Proposals shall be sealed bound in a three-ring binder with the RFP #072021 displayed on the envelope. Vendors shall include with their proposal the Signature Page and all signed addenda with original signature.

All information requested must be submitted. Proposals which are substantially incomplete or lack key information may be rejected by RBHA at its sole discretion. Proposal contents should be arranged in the same order and identified with headings as may be presented herein.

Method of submission of proposal:

All proposals shall be mailed or hand delivered to:

McGriff Insurance Services
2108 W. Laburnum Ave
Suite 300
Richmond VA 23227

Electronic submissions via fax or email will not be accepted in place of physical copies.

Current benefits:

Benefit	Carrier	Funding	commission
Basic Life/AD&D	Anthem	Fully insured	Flat 15%
Voluntary Life/AD&D	Anthem	Fully insured	Flat 15%
STD	Anthem	ASO	net
LTD	Anthem	Fully insured	Flat 15%

Eligibility:

- All full time employees working at least 30+hours per week
- Retiree coverage: not applicable early retirees only post 65 retirees
- Employee under 30 hours per week eligible: n/a
- Domestic Partner/Dependent Coverage: n/a
- Dependent Child Eligibility: 26 EOM

Waiting Period for Future Hires:

- Life/Voluntary life: First of the month following 1 month
- STD/LTD: First of the month following 1 year

Current Rates and employer contribution:**Basic Life/AD&D:**Classes Offered: all benefit eligible employeesBenefit: 2 times salary to \$200,000Employer contribution: 100% employer paidRate per \$1,000: \$0.096AD&D rate per \$1,000: \$0.02**Please quote increasing waiver of premium to age 70****Short Term Disability:**Classes Offered: all benefit eligible employeesWeekly Benefit %: 60%Weekly Benefit Maximum: \$1,385Elimination Period Accident: 14 daysElimination period Illness: 14 daysBenefit Duration: 11 weeksEmployer contribution: 100% employer paidFICA match included: not includedW-2 prep included: not includedASO Admin Fee: \$2.30 pepm**Long Term Disability:**Classes Offered: class 1: executives, class 2: all othersMonthly Benefit %: 60%Monthly Benefit Maximum: \$6,000Elimination Period: 90 daysEarnings Test: class 1: 80%, class 2: 80/60Benefit Duration: SSNRAOwn Occupation Period: class 1: full duration, class 2: 2 years

AND/OR Language: AND
 ADL Rider: not included
 COLA: not included
 Employer contribution: 100% employer paid
 Rate per \$100 of CMP: \$0.315

Voluntary Life:

Contributions: 100% employee paid
 EE benefit: \$10,000 increments to \$500,000
 EE Guarantee Issue: \$100,000 or 3 times earnings
 Spouse benefit: \$5,000 increments up to \$100,000, may not exceed 50% of the employee's amount
 Spouse Guarantee Issue: \$10,000
 Spouse's rate based on: Employee's Age Spouse's Age
 Spouse coverage terminates at age: n/a, employee's retirement
 Employee must elect for themselves to elect for spouse: Yes No

Please quote raising the waiver of premium to age 70

Rate chart:

Monthly Rate based on Employee Age

Flat Premium:					
Ages	Rate Per \$1,000	Ages	Rate Per \$1,000	Ages	Rate Per \$1,000
<29	\$0.076	45-49	\$0.274	65-69	\$1.982
30-34	\$0.085	50-54	\$0.453	70-74	\$3.54
35-39	\$0.104	55-59	\$0.708	75+	\$11.86
40-44	\$0.16	60-64	\$1.104		
AD&D Rate:					

Child benefit: \$2,000 increments up to \$10,000/50% of employee's amount
 Child Guarantee Issue: \$10,000
 Dependent Age: 26 EOM
 Child rate per \$1,000 of coverage: \$0.20
 Employee must elect for themselves to elect for dependent: Yes No

Specifications and Pertinent Information:

1. Anthem currently offers a three face-to-face EAP program tied to the ancillary lines. Please provide an EAP quote with your responses.
2. Voluntary Life - current amounts shall be grandfathered.
3. Will you offer a one-time special enrollment opportunity for employees and dependents?
4. What will your company contribute to the cost of Benefitfirst, an online enrollment program endorsed by MIS, and will you accept enrollment through this system? The company currently utilizes this program. The client elects the "Frozen Pay" method of premium payment. This means the premiums are only adjusted at renewal, but benefits increase as salaries increase throughout the plan year.
5. Will your company provide a multi-year rate guarantee on the ancillary lines of coverage?

The request for proposal contains the following attachments:

Benefit Summaries/certificates
 Claims Information
 Current Census

Signature Page (please include with RFP responses)

MY SIGNATURE ON THIS PROPOSAL CERTIFIES THAT THE PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM OR PERSON SUBMITTING A PROPOSAL FOR THE SAME SERVICE AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I UNDERSTAND COLLUSIVE BIDDING IS A VIOLATION OF THE VIRGINIA GOVERNMENTAL FRAUDS ACT AND FEDERAL LAW AND CAN RESULT IN FINES, PRISON SENTENCES AND CIVIL DAMAGES AWARDS. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PROPOSAL AND CLARIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE OFFEROR.

THE UNDERSIGNED HEREBY AGREES TO PROVIDE THE SERVICE SPECIFIED HEREIN IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES SET FORTH IN THIS PROPOSAL.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME (PRINT): _____

PHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

PLEASE NOTE:

PROPOSALS WILL BE REJECTED IF YOU FAIL TO ENCLOSE THIS ATTACHMENT WITH ORIGINAL SIGNATURE.

CONDITIONS AND INSTRUCTIONS

1. Submittal of Proposal

All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the program, coverages, and/or service proposal, the proposer must attach additional information hereto which will be made a part of the proposal. All proposals must be submitted along with any addenda to the solicitation, signed and dated, in a sealed envelope plainly marked using RFP number and the due date and time.

2. Timeline for Submittal of Proposal:

Proposals will not be considered if received after the date and time specified. Each firm is responsible for ensuring their proposal is delivered to the designated address by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, fax, and verbal offers will not be accepted.

3. Required Signature:

The individual signing the proposal must be authorized to bind the firm in any and all contractual matters relating to this Request for Proposals.

4. Proposal Binding for One Hundred Twenty (120) Days:

Proposer agrees that this proposal shall remain valid and may not be withdrawn for a period of one hundred twenty (120) calendar days after the schedule and closing time for the Request for Proposal.

5. General Conditions of the Proposal

- A. All Work performed as a result of the RFP will be in accordance with the specifications prepared by McGriff Insurance Services, as modified and the RFP, terms and conditions, and modifications.
- B. From time to time, RBHA may issue comments or changes to the RFP in the form of addenda, which will be posted to the eVA portal and wherever deemed appropriate by McGriff Insurance Services. Offerors are solely responsible for checking the website to ensure that they have the most current information, including addenda, regarding the RFP and to include such changes in their proposal submission. Any addendum will become part of the Contract Documents and must be signed and returned with the proposal submission.
- C. All questions pertaining to this RFP must be in writing and received as specified and prior to the date and time set for receipt of proposals. Include the RFP number in any reference line. Direct all questions to the Contract Officer or designee. Inquiries received after the date set for questions will not be considered. Any material question or interpretation of a requirement or specification, as determined by the Contract Specialist, will be expressed as an addendum and posted no later than three (3) days before the date set for receipt of proposals.
- D. RBHA is not liable for any costs incurred by any Offeror in connection with this RFP or the submission of any proposal response to this RFP. All expenses incurred by the Offeror in preparation, investigation, submission and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to RBHA. Under no circumstance shall any Offeror whose proposal has not been awarded be entitled to any claim for compensation under this RFP.
- E. Debarment Status. By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of goods/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting proposals or proposals on contracts by any local government, agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or

submitting bids or proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits.

- F. RBHA reserves the right, in its sole discretion to:
- a. Cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities as deemed in the best interest of RBHA.
 - b. Issue Requests for Proposals for similar goods/services and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for goods/services similar to that being proposal hereunder, in consideration of the Authority's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of RBHA.
 - c. Add, delete or change goods, locations, frequency of service, or other factors related to the goods and or services under contract dependent upon requirements that may develop during the contract period and does not guarantee the amount of work or predict future funding for any resultant contract.
 - d. Use any or all ideas presented in reply to this solicitation, subject only to the limitations regarding proprietary/confidential data of Offeror.
 - e. Binding Agreement. This RFP, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded in addition to any RFP clarifications, responses to questions/issues and Contractor's Proposal. No binding contract, agreement, contractual relationship, mutual relationship nor assent shall exist until a contract is signed, executed and exchanged between RBHA and the Offeror. Upon award or notice to award, the Offeror shall execute a standard contract, which shall constitute the Contract Documents.

6. Proprietary Information:

Proposers are advised that Chapter 7 of Title 11 (specifically Section 2.2-4342) of the Code of Virginia—i.e., the Virginia Public Procurement Act—shall govern public inspection of all records submitted by the proposer. Furthermore, proposer shall submit proprietary information under separate cover, such information which the Richmond Behavioral Health Board reserves the right to submit to the Richmond Behavioral Health Attorney for concurrence of the proposer's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not under separate cover and labeled proprietary shall be Public Information in accordance with State statutes.

7. Evaluation:

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors below:

- A. Responsiveness - The degree to which the offeror has responded to the scope of specifications—e.g., coverages to be provided, flexibility of offeror to meet Richmond Behavioral Health Authority needs, conformance in all material respects to this Request for Proposals, etc.
- B. Responsibility - The offerors who have the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.
- C. Experience – Offeror's experience in providing the services as requested in these specifications.

- D. Cost - The net premiums charged by the offeror to provide coverages as specified in this Request for Proposals.
- E. The offeror should match or improve the current contract. If changes are made, those changes should be indicated as changes in the response.
- F. Transition – the respondents must demonstrate the ability and expertise to make sure all coverages are transitioned appropriately and without loss of coverage based upon contractual eligibility.

8. References

References will be required of finalists.

TERMS AND CONDITIONS

As used in these Terms and Conditions, the term “Vendor” shall mean bidder, offeror, proposer, supplier, contractor or other entity entering into a contractual relationship with RBHA (Authority or Agency).

1. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
2. ANTI-DISCRIMINATION: Vendor certifies to the Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a proposal or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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:
 - 1) The contractor 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 contractor 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 contractor has contracts over \$10,000.00.

- 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
 - 3) 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 contractor 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.
3. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to 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 Authority under said contract.
 4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RBHA.
 5. ANNOUNCEMENT OF AWARD: Upon the award or decision to award a contract as a result of a solicitation, RBHA will publicly post such notice on the Commonwealth of Virginia's procurement website (www.eva.virginia.gov) for a minimum of 10 days.
 6. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
 7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that RBHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
 8. CLARIFICATION OF TERMS: If any prospective vendor has questions about the specifications or other solicitation documents, the prospective vendor should contact the contract officer or designee whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
 9. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. RBHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to

compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify RBHA of the adjustment to be sought, and before proceeding to comply with the notice, shall await the RBHA's written decision affirming, modifying, or revoking the prior written notice. If RBHA decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RBHA a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) 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 contractor accounts for the number of units of work performed, subject to the Authority's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the contractor 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 contractor shall present RBHA with all vouchers and records of expenses incurred and savings realized. The RBHA shall have the right to audit the records of the contractor 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 RBHA within thirty (30) days from the date of receipt of the written order from 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 Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RBHA or with the performance of the contract generally.

10. CURRENCY: Unless stated otherwise in the solicitation, prices shall be stated in U.S. dollars.

11. DEBARMENT STATUS: By submitting its proposal, Vendor certifies that it is not currently debarred suspended or otherwise excluded from submitting proposals for contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting proposals on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.

12. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RBHA may have.

13. DISPUTES: Contractual disputes shall be resolved according the RBHA Purchasing Manual, Chapter VIII, paragraph G, incorporated by reference.

14. DRUG-FREE WORKPLACE: (For all contracts over \$10,000):

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Vendor certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has 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.

16. **eVA BUSINESS-TO-GOVERNMENT REGISTRATION, CONTRACTS AND ORDERS:**

RBHA uses the Commonwealth’s electronic procurement solution (eVA, www.eVA.virginia.gov) to process purchase orders. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register may result in the no awards of contracts and purchase orders.

 - a. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

 - b. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - 1) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - 2) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

 - c. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

17. **EXAMINATION OF CONDITIONS:** Each Bidder or offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Contractor from furnishing all materials or performing the work in accordance with the Specifications.

18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** (For all contracts over \$10,000): By entering into a written contract with the Authority, Vendor certifies that it does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the “Act”).

19. **INDEMNIFICATION:** Provider will 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 attorney’s fees arising from any material default or breach by Provider of its obligation specified in this contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the provider, its officers, agents, and employees. Furthermore Provider will assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the provider, its subcontractors, its agents or its employees under or in connection with this contract. Provider will hold harmless and indemnify RBHA and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses including but not limited to court costs and attorneys’ fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. Provider will upon

written demand by RBHA, assume and defend at the provider's sole expense any and all such claims or legal actions.

20. INSURANCE: The Vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
21. MANDATORY USE OF FORMS: Failure to submit a bid/proposal response on the forms provided for that purpose may be cause for rejection of the submission as non-responsive. Modifications of or additions to any portion of the forms including to the Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal submission; however, RBHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to accept or reject such a submission.

22. METHOD OF INVOICING:

- A. All invoices must be rendered promptly to RBHA after all work covered by the invoice have been provided and accepted. Where performance is completed in less than one (1) month, the Contractor shall invoice RBHA for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement.
- B. Invoices shall provide at a minimum:
 - Vendor Name, Address and Taxpayer Identification Number (TIN)
 - RBHA Ordering Individual
 - Agreement Number
 - Date of Invoice
 - Unique Invoice Number
 - Monthly charges
 - Date(s) of Services
 - Complete description of Services
- C. The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered
- D. Prior to the submission of the first invoice, Contractor shall provide a completed IRS Form W-9, Request for

Taxpayer Identification Number and Certification, to RBHA. Submission should be made directly to Accounts Payable at accountspayable@rbha.org.

23. **NONDISCRIMINATION OF CONTRACTORS:** A vendor shall not be discriminated against in the solicitation or award of a contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the vendor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of a contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to the contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Authority shall offer the individual, within a reasonable period of time after the date of their objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. **PAYMENT:**

a. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted by the Contractor directly to Accounts Payable in the Finance Office. The preferred method is by email to accountspayable@rbha.org. 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) and a unique invoice identifying number.
- 2) 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.
- 3) 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.
- 4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Authority shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve RBHA of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

- 1) Within seven (7) days of the contractor's receipt of payment from RBHA, a contractor awarded a contract under this solicitation is hereby obligated (i) to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (ii) notify RBHA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 2) The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from RBHA, except for amounts withheld as stated in (1) 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

contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RBHA.

c. RBHA encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.

25. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any RBHA Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
26. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
27. QUALIFICATIONS OF VENDORS: 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 RBHA all such information and data for this purpose as may be requested. RBHA reserves the right to inspect the contractor's physical plant prior to award to satisfy questions regarding the vendor's capabilities. RBHA further reserves the right to reject any proposal if the evidence submitted by or investigations of such vendor fails to satisfy RBHA that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
28. 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.
29. TAXES. Sales to RBHA are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. RBHA excise tax exemption registration number is 54-1804146.
30. TERMINATION: RBHA may terminate this contract in one of two methods:
- a. Termination with Cause.
- 1) The Authority may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the Authority's intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
 - 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, 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 RBHA may have.
 - 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the Authority's satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Authority's notice of termination with cause shall be deemed null and void.
 - 4) Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination and upon delivery to the Authority of all completed or partially completed work performed by the Contractor. The Authority shall

have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

b. Termination without Cause.

- 1) The Authority may terminate this Contract without cause by delivery or written notice to the Contractor of the Authority's intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.
- 2) Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the Authority of completed or partially completed work. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

31. TESTING AND INSPECTION: RBHA reserves the right to conduct any tests or inspections it may deem necessary and advisable to assure goods and services conform to the requirements and specifications.