

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any award:

1. APPLICABLE LAWS AND COURTS: This order 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 courts of the Commonwealth. The RBHA and Supplier 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). ADR procedures are described in Chapter 9 of the *DGS Vendors Manual* (available at www.eva.virginia.gov). The Supplier shall comply with all applicable federal, state and local laws, rules and regulations.
2. ANTI-DISCRIMINATION: By submitting its bid, Supplier certifies to the Richmond Behavioral Health 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).

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

A. During the performance of this contract, the Supplier agrees as follows:

- 1) The Supplier 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 Supplier 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 Supplier has contracts over \$10,000.00.
- 2) The Supplier, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, 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 Supplier 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 subSupplier or vendor.

3. ANTITRUST: By entering into a contract, the Supplier 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 Supplier in whole or in part without the written consent of RBHA.
5. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Supplier 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.
6. AVAILABILITY 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.
7. AWARD: An award will be made to the lowest responsive and responsible. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. RBHA reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. RBHA may, at its option, award to one or more vendors.
8. CANCELLATION: The resulting contract may be terminated without penalty upon 60 days written notice to the other party.
9. CHANGES TO THE CONTRACT: Changes can be made to the Purchase Order in writing by mutual agreement of the parties. Additions shall be of a sort that are ancillary to the goods or services or within the same broad category as were included in the original order. The Supplier shall be compensated for any additional costs incurred as the result of such change and shall give RBHA a credit for any savings. Said compensation shall be determined by mutual agreement.
10. DEBARMENT STATUS: By submitting its bid, Supplier certifies that it is not currently debarred suspended or otherwise excluded from submitting bids on 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 bids on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America. Further, if a new entity is created or used for the purpose of circumventing a debarment decision against another entity, the nondebarred entity will be debarred for the same time period as the debarred entity.
11. 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 Supplier responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RBHA may have.

12. DRUG-FREE WORKPLACE:

During the performance of this contract, the Supplier agrees to (i) provide a drug-free workplace for the Supplier'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 Supplier'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 Supplier that the Supplier 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 Supplier, 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.

13. ETHICS IN PUBLIC CONTRACTING: By submitting its bid, Supplier certifies that its bid 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 bid, 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.

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986: (Applicable for orders over \$10,000). By submitting its bid, Supplier 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") or otherwise violate the provisions of the Act.

15. INSURANCE: The Supplier certifies that if requested by RBHA, it will have the following insurance coverage at the time the contract is awarded and shall maintain such coverage for the duration 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. Suppliers 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.
4. Automobile Liability - \$1,000,000 combined single limit.

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

16. NONDISCRIMINATION OF SUPPLIERS: A Supplier shall not be discriminated against in the solicitation or award of this 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 bidder 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 this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this 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 public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. PAYMENT:

- 1) Invoices for services delivered shall be submitted by the Supplier directly to Accounts Payable in the Finance Office. The preferred method is by email to finance@rbha.org. All invoices shall show the contract number and/or purchase order number, vendor TIN as listed on the purchase order 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, Suppliers are 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 Supplier 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).

- 5) Within seven (7) days following receipt of payment from RBHA, the Supplier is obligated to (1) 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 Supplier's intention to withhold payment and the reason. The Supplier is obligated to pay the subcontractor(s) interest as provided by law.
18. 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, 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 Special Terms and Conditions in this Purchase Order, the Special Terms and Conditions shall apply.
19. TAXES. (Applicable to Goods only). 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.
- If sales or deliveries against the contract are not exempt, the Supplier shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Supplier from offering a tax-included price.
20. TESTING AND INSPECTION: RBHA reserves the right to conduct any tests or inspections if may deem necessary and advisable to assure goods and services conform to the requirements and specifications.