

# **Request for Proposals**

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**Bid Proposal Package  
for  
Fully-Insured Health, Dental, Vision, EAP, Life  
and Disability Coverage  
Solicitation Number: 25-01**

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**October 27, 2025**



**REQUEST FOR PROPOSALS  
SOLICITATION # 25-01  
FULLY-INSURED HEALTH, DENTAL, VISION, EAP,  
LIFE AND DISABILITY COVERAGE**

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**RICHMOND AMBULANCE AUTHORITY**  
**REQUEST FOR PROPOSALS № 25-01.**  
**FULLY-INSURED HEALTH, DENTAL, VISION, EAP, LIFE AND DISABILITY**  
**COVERAGE**

**I. INTRODUCTION**

The Richmond Ambulance Authority ("RAA" or "the Authority") is soliciting proposals to establish a contract through competitive negotiation with a qualified firm or firms to provide Fully-Insured Health, Dental, Vision, Employee Assistance Program ("EAP"), Life and Disability Coverage for the employees and eligible dependents of RAA.

**II. PURPOSE**

This Request for Proposals ("RFP") is being issued to inform prospective firms of the background, current situation and needs of RAA as it relates to its Health, Dental, Vision, EAP, Life and Disability Plans and to solicit proposals for services which would best meet RAA's requirements.

The purpose of this RFP is to solicit proposals from qualified carriers ("Contractor(s)") to provide comprehensive, full service medical, dental, vision, EAP, Life and Disability coverage to support the medical program on behalf of eligible employees and dependents for RAA. RAA currently offers and is requesting proposals for a fully-insured funding arrangement for all coverages.

RAA reserves the right to make multiple awards as a result of this solicitation. Contractors must quote on medical/dental/vision/EAP/life/disability. **PROPOSALS ARE TO BE PROPOSED NET OF COMMISSIONS.**

RAA will accept offers only from insurance carriers. RAA will NOT accept proposals from brokers or consultants representing insurance carriers and third-party administrators.

**III. BACKGROUND**

In 1991 the Richmond, Virginia City Council and the City Manager implemented an Emergency Medical Services ("EMS") system that emphasized patient care and ensured superior response time and clinical performance to the City's residents. With the approval of the General Assembly, the Richmond Ambulance Authority ("RAA") was created by City ordinance as a governmental entity and governed by a Board of Directors appointed by City Council. Since that time, RAA has become an internationally recognized, high performance leader and innovator in EMS.

RAA provides EMS coverage to approximately 62 square miles, serving a daytime population of approximately 800,000 and a nighttime population of approximately 233,000 people. It also provides non-emergency service to the Richmond Metropolitan Area.

Per capita, RAA is one of the busiest EMS systems in the nation. On average, RAA responds to nearly 155 calls per day and transports 110 patients per day. With approximately 40,000 patient transports per year, RAA ambulances arrive on the scene of life-threatening emergencies in ten minutes and 59 seconds or less in 90% or more of all responses.

Diverse services are offered by RAA. In addition to Advanced Life Support and Basic Life Support

Services, RAA provides a Paramedic Bike Team, LifeSaver Ambulance Membership Plan and other community-service orientated programs. The Authority has a total of 237 employees - 196 of which are full-time and 41 are part-time. Sam Rosenthal with Rosenthal Insurance Consulting may be in contact for specific information regarding a proposal submission.

RAA sponsors a group medical plan for full-time employees that work a minimum of 40 hours per week. This program consists of two point of service ("POS") options with prescription drug coverage, vision coverage, and bundled EAP coverage. There is also a single dental plan, Basic Life/Accidental Death and Dismemberment ("AD&D"), Voluntary Life/AD&D, Short-Term Disability and Long-Term Disability plans. Please refer to Exhibit A for RAA's Group Health Insurance Data.

#### **IV. STATEMENT OF NEEDS**

The Statement of Needs is intended to establish minimum services and specific conditions the Contractor should meet in order to fulfill RAA's objectives. Following is a list of requirements that require a response. The Contractor must provide written detail how proposed services and specific conditions will be met. This outline must be included in the submitted proposal. Contractors are encouraged to provide additional services, which will enhance their ability to meet RAA's objectives.

##### **A. General**

Contractor must:

1. Be licensed to do business in the Commonwealth of Virginia for all services requested.
2. Provide high quality, efficient program administration and services including but not limited to:
  - a. Maintaining central claims and membership files for each covered member (including dates of coverage, type of coverage, etc.).
  - b. Maintaining payment records.
  - c. Provide state-of-the-art data tracking and claims payment services.
  - d. **Furnish quarterly statements, including monthly enrollment, premiums, paid claims, capitation expenses, detailed list of expenses charged, and claims exceeding the stop-loss limit.**
  - e. Provide claims, enrollment, and utilization data for hospital, physician, and prescription drug at a level of detail that will allow for the identification of cost drivers of the plan. Include normative data in conjunction with group-specific data.
  - f. Provide identification cards directly to all covered members prior to the effective date of the program (July 1, 2026). During the contract year, provide identification cards within ten (10) business days of receipt of request.
  - g. Meet with the appropriate RAA management staff within fifteen (15) days after the contract award date to present the proposed communication material, and to establish an implementation plan and open enrollment program and schedule.

3. Furnish to each employee enrolled in the plan a benefit booklet outlining and defining all covered services, limitations and exclusions for each plan offered, procedures for receiving services, schedule of benefits, and Summary of Benefits and Coverage ("SBC"). The initial booklet proof must be provided to RAA on a timely basis but not later than April 1<sup>st</sup> of each year. RAA shall review and approve the booklets prior to distribution.
4. Provide RAA with the administrative services and reinsurance contracts, as well as any other contractual documents necessary to this coverage by the effective date of the contract (July 1<sup>st</sup> each year, beginning in 2026).
5. Provide specific rates and performance guarantees that must be approved by effective date of the contract (July 1<sup>st</sup> each year, beginning in 2026). Performance guarantees should be annual in nature and should be made available each year of the contract.
6. Maintain complete and total compliance with applicable federal HIPAA and HITECH laws and regulations and applicable state laws and regulations that pertain to protected health information.
7. Support RAA with implementation of all state and/or federal law and regulatory mandates that impact the health care program. Contractors shall provide this service without additional charges/fees.
8. Agree to release all pertinent data related to the administration and management of the medical and pharmacy program under the Business Associate Agreement to the RAA.
9. Employee identification numbers shall be created to be used as unique identifiers; Social Security numbers shall not be used.
10. Commit to supporting RAA's effort to establish, maintain or expand a wellness program. Contractor is requested to provide a wellness credit of \$25,000 each plan year to help fund programs.
11. Each year two hundred seventy (270) days prior to the annual contract effective date of July 1<sup>st</sup>, provide RAA a complete detailed underwriting analysis. As required, provide RAA with the renewal for budget purposes.
12. Provide internet access to claims and to the claim reporting system to RAA and Rosenthal Insurance Consulting.
13. Provide a single point of contact responsible for quality control, resolving problems, and expediting services related to the overall performance of the contract.
14. Designate a transition of care manager or coordinator to work with the RAA and their members regarding transition of care issues (if applicable).
15. Contractor shall provide proactive disease management programs that address the chronic health condition of RAA's population. Reporting of participation and results are required quarterly.

## **B. Additional Specific Conditions**

1. **NO LOSS OR GAIN PROVISION** No member (employee, COBRA continuant or dependent) currently covered by RAA's current health care plans shall suffer a loss of coverage as a result of changing carriers/administrators. Actively-at-work and dependent non-confinement requirements will not apply to currently covered participants.
2. **COORDINATION OF BENEFITS (COB)** The Contractor's healthcare program must provide coordination of benefits provisions. When the RAA health care program is secondary, COB shall be provided to the extent that the coordination of primary and secondary coverage does not exceed the value of covered charges that RAA's plan would have provided if it were the primary plan. The "birthday rule" shall be used to determine primary status for dependent children covered under the plan.
3. **COST CONTAINMENT SERVICES:** The Contractor must provide cost containment services to RAA. Cost containment services may include but need not be limited to: pre-certification of hospital admissions, utilization review services, large case management for hospital inpatient services, and review of high-cost outpatient services. The Contractor must also be able to provide cost containment services for psychiatric, and substance abuse utilization. Meaningful reports that demonstrate participation levels and outcomes of these programs must be provided.
4. **DISEASE MANAGEMENT PROGRAMS:** The Contractor must provide disease management programs to RAA. Disease management programs may include, but need not be limited to: asthma, diabetes, high cholesterol, hypertension, coronary artery disease, congestive heart failure, low back pain, and musculoskeletal conditions. Meaningful reports that demonstrate participation levels and return on investment from these programs must be provided to RAA within 270 days prior to the annual policy end date (June 30 each year).
5. **TRANSFER OF DATA AND RECORDS:** The Contractor must agree that at termination or expiration of the contract, all data and records necessary to administer the health care program shall be transferred to the new contractor within thirty (30) days of RAA's request. Such transfer may be accomplished electronically. This data may include contract year deductible and out-of-pocket limit credits applicable to each member for services incurred prior to the termination date.

## **C. Program Specifications**

This section outlines the specifications for the requested plans including the proposed benefit design and funding arrangements.

1. **REQUESTED PLAN DESIGN:**
  - a. Proposals are requested for plans which will match the current benefit plans. Currently, RAA offers employees two POS plans.
  - b. The summary of benefits for each plan are included as **Exhibit A**. Plan experience and large claims are included as **Exhibit B**.

- c. **Exhibits E, F, G, H (if applicable), I, and J** must be returned with within the submitted packet (See sections IV.C.3 & V.A.2)
- d. Descriptions of each plan offered must be included in **Proposal Tab 2**. (See section V.A.2)
- e. Clearly note any deviations to the requested plans in **Proposal Tab 2**. (See section V.A.2)

**2. COVERED GROUPS:**

The following employees are eligible for health insurance under the group medical, prescription drug, vision, EAP, dental, life and disability programs:

- a. **FULL-TIME:** "Full time employee" means an employee regularly scheduled to work forty (40) or more hours per week and are no longer probationary employees.
- b. **SPOUSE AND DEPENDENT ELIGIBILITY:** Spouses and dependents are eligible to be covered on the plan. Eligible dependents may be covered on the plan until the last day of the month in which they reach age 26.

- 3. **PRICE QUOTATIONS:** Price quotations should be submitted **net of commissions**. Commissions will not be paid to any agent or agency.

The current employee census (**Exhibit A**) is available and provided with this RFP.

The cost of the program is shared between RAA and their employees. Currently, employees contribute between 12% and 35% of the premium, depending on the plan and enrollment tier. A contribution exhibit is included in **Exhibit A**. **RAA requests to receive two (2) sets of enrollment tier premiums for consideration for medical, dental and vision benefits.** Proposers are asked to include the following five (5) potential enrollment tiers along with the current three (3) enrollment tiers currently offered to RAA employees:

| <b>CURRENT<br/>ENROLLMENT<br/>TIERS OFFERED</b> | <b>POTENTIAL FUTURE<br/>ENROLLMENT<br/>TIERS TO BE<br/>OFFERED</b> |
|-------------------------------------------------|--------------------------------------------------------------------|
| Employee Only                                   | Employee Only                                                      |
| Employee + 1                                    | Employee + Child                                                   |
| Employee + Family                               | Employee + Children                                                |
|                                                 | Employee + Spouse                                                  |
|                                                 | Employee + Family                                                  |

- a. **FEE GUARANTEES:** All rates must be guaranteed for a minimum of twelve (12) months. Multi-year financial guarantees are requested and will be an important consideration in the evaluation process. All guarantees should be included with your price quotation.

- b. **FUNDING ARRANGEMENT:** All proposals shall be issued under a Fully-insured contract arrangement. Specific stop loss protection is purchased for the combined medical and prescription drug claims. The current pooling limit is \$100,000 and covers medical ONLY.
- c. **UNDERWRITING ASSUMPTIONS AND PLAN DEVIATIONS:** All underwriting assumptions and deviations from the requested benefit design or funding arrangements shall be submitted as part of your proposal to document any assumptions, special criteria or requirements, or variances requested from the plans and funding.
- d. **MEDICAL COST EXHIBIT:** Contractor must submit proposed cost by completing all tabs of **Exhibit F** and include in **Tab 4** of your proposal.
- e. Complete the Medical Questionnaire (**Exhibit E**) and include as a Word document in your proposal response.
- f. Facilities and Dental Provider checklists (**marked Exhibit C and Exhibit D**) should be completed and returned as an Excel document. **DO NOT SORT THE CHECKLISTS.**
- g. Performance guarantees are strongly encouraged. Please complete **Exhibit G** and include in **Tab 4** of your proposal.

## **V. PROPOSAL PREPARATION AND SUBMISSION**

Interested parties are invited to respond to this RFP by submitting a sealed proposal to the attention of the Richmond Ambulance Authority's Interim Procurement Officer as instructed.

### **A. Submission of Proposals**

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations.

The proposal packet must be sealed and completely and properly identified. The face of the packet must be clearly marked "**Health Benefits Proposal – Attention: Laura Bickham, Interim Procurement Officer**". Proposals must be received by RAA no later than **12:00pm on January 15, 2026.**

Proposals may either be mailed (2400 Hermitage Road, Richmond VA 23220-1200 for USPS packages) or hand delivered/UPS/FedEx delivery to Richmond Ambulance Authority, 2400 Hermitage Road, Richmond VA 23220. Faxed or e-mailed proposals will NOT be accepted. (see V.C.).

Late submissions will not be accepted, will be considered as non-responsive, will not be evaluated and will be returned to the Contractor unopened. All proposals submitted must be signed by an individual authorized to enter into an agreement with the Authority.

1. Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.



2. The hard copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume and organized in the following tabs:

|              |                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tab 1</b> | <ul style="list-style-type: none"><li>• Signature Sheet (<b>Cover Page – Exhibit I</b>) including:</li><li>• Anti-Collusion/Nondiscrimination/Drug-Free Workplace Requirements &amp; Debarment Form</li><li>• Executive Summary</li><li>• Response to Statement of Needs</li><li>• Applicable MBE/ESB forms (<b>Exhibit H</b>)</li><li>• Certificate of Liability Insurance (<b>Exhibit J</b>)</li></ul> |
| <b>Tab 2</b> | <ul style="list-style-type: none"><li>• Description of Plan Designs quoted for each plan</li><li>• Summary of Plan Deviations</li></ul>                                                                                                                                                                                                                                                                  |
| <b>Tab 3</b> | <ul style="list-style-type: none"><li>• References</li><li>• Medical Questionnaire (<b>Exhibit E</b>). Include electronically as a Word document</li></ul>                                                                                                                                                                                                                                               |
| <b>Tab 4</b> | <ul style="list-style-type: none"><li>• Price Quotation Exhibits (<b>Exhibit F</b>)</li><li>• Medical Performance Guarantees (<b>Exhibit G</b>)</li></ul>                                                                                                                                                                                                                                                |
| <b>Tab 5</b> | <ul style="list-style-type: none"><li>• Geo-Access Reports (see <b>Exhibit E</b>)</li><li>• Checklists of Top Utilized Facilities (<b>Exhibit C</b>) and Dentists (<b>Exhibit D</b>). Include electronically as an Excel spreadsheet and do not sort lists.</li></ul>                                                                                                                                    |
| <b>Tab 6</b> | <ul style="list-style-type: none"><li>• Samples of Document or Reports (any you have provided)</li></ul>                                                                                                                                                                                                                                                                                                 |

#### **B. General Guidelines.**

By virtue of submitting a proposal, Contractors are acknowledging understanding and acceptance of the following:

1. RAA reserves the right to reject any or all proposals at the sole discretion of the Authority as unacceptable. RAA reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Contractors at any time to gather additional information.
2. All Contractors submitting proposals agree that their proposal is valid for a minimum of 180 days after submission to RAA. RAA reserves the right to reject as unacceptable any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between RAA and the Contractor, the acceptance time for the Contractor's proposal may be extended. At the end of the 180 days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
3. A Contractor may be requested at any time by RAA to provide additional information, references, samples or any other documentation or other deemed necessary to determine suitability.
4. **INCURRED COSTS:** Contractors submitting proposals do so entirely at their expense. There is no expressed or implied obligation by RAA to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by RAA or for participating in any selection interviews and contract negotiations.
5. **RETENTION OF MATERIAL:** RAA reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents

become the property of RAA.

6. Ownership of all data, materials and documentation originated and prepared for RAA pursuant to the RFP shall belong exclusively to RAA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Contractor shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
7. **VERBAL EXPLANATIONS:** Verbal explanations or instructions given by a RAA employee to a Contractor in regard to this solicitation will not be binding on RAA. Any information given to a Contractor in response to a request will be furnished to all Contractors as an addendum to this solicitation, if RAA deems this information necessary for the preparation of proposals, or if the lack of the information would be detrimental to uninformed Contractors. Only an addendum issued by the Richmond Ambulance Authority will be considered to be binding on RAA.

### C. Specific Proposal Requirements

Proposals should be as thorough and as detailed as possible so that RAA may properly evaluate Contractor's capabilities to provide the required services. Contractors are required to submit the following information/items as a complete proposal:

1. Complete Signature Sheet (**Cover Page of RFP – Exhibit I**) and all required documents. Submit a hard copy of the original completed proposal (see V.A for delivery specifications) and one (1) electronic copy on a USB drive of the proposal, and
2. The USB drive must have the Contractor's name clearly affixed to the drive, must use a "standard" file system format and be virus free. All files submitted on the USB drive should mirror the content of the physical copy and may contain PC-files in any of the following formats:
  - a. Adobe(c) Personal-Documents-Files (pdf), version 9.0, or greater
  - b. Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
  - c. Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
  - d. Microsoft (c) PowerPoint 'presentation' files (ppt), version 12, or greater (PowerPoint 2007)
  - e. American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
  - f. Tagged Information Format (tif or TIFF) files.
3. Contractors are responsible for ensuring the physical copy is legible, and electronic copies are accessible. RAA will remove documents that are illegible, corrupted,

unsupported file formats, or otherwise unreadable.

4. Please provide **five (5) recent references**, similar to RAA, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client's name, address and the name, phone number and email address of the individual you gave RAA permission to contact.
5. Please provide the following information:

| Number of Employees | Number of Current Accounts Headquartered in Virginia |
|---------------------|------------------------------------------------------|
| 100 – 200           |                                                      |
| 200 – 300           |                                                      |

## **VI. EVALUATION AND AWARD OF CONTRACT**

This solicitation is a Sealed Request for Proposals. Proposals shall be evaluated by RAA staff. Selection shall be made of the Contractor(s) deemed to be most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed below. An award decision may be made based on the proposals submitted or further investigations and/or negotiations may be conducted with any Contractor. An award shall be made to the Contractor(s) that made the proposal that is in the best interest of RAA. RAA reserves the right to award in part or in whole or to reject any or all proposals, or to make multiple awards as a result of this solicitation. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of this solicitation and the contractor's proposal as negotiated.

### **Schedule for RFP**

|                     |                            |
|---------------------|----------------------------|
| RFP Issued:         | October 27, 2025           |
| Questions Deadline: | November 14, 2025          |
| Proposal Due Date:  | January 15, 2026           |
| Open Enrollment:    | May 4, 2026 – May 22, 2026 |
| Contract Start Date | July 1, 2026               |

### **A. Total Possible Points and Evaluation Criteria**

| EVALUATION CRITERIA                                              | WEIGHT     |
|------------------------------------------------------------------|------------|
| Technical Requirements                                           | 40         |
| Cost and Cost Guarantees                                         | 40         |
| Exceptions                                                       | 20         |
| Minority Business Enterprise/Emerging Small Business ("MBE/ESB") | 10         |
| <b>Total</b>                                                     | <b>110</b> |

### **B. MBE/ESB Participation**

It is an important objective of the Richmond Ambulance Authority to promote the economic enhancement of minority and emerging small businesses. RAA strongly encourages non-minority prime contractors/vendors to subcontract with MBE/ESB to meet the project goal.

With the issuance of this RFP, RAA intends that MBE/ESB participation proposed as part of any

proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of any awarded contract.

This criterion considers the Contractor's "good faith minority business enterprise and emerging small business participation efforts" as defined in the Code of the City of Richmond Section 21-4. Points are awarded based on the Contractor's certification with the City of Richmond, past good faith efforts and planned MBE/ESB participation that relate to the project. Contractors who are not MBE/ESB certified may earn participation points by either being a small, women-owned, and minority-owned business ("SWaM") or by subcontracting at least five (5) percent or more of this contract with an MBE/ESB certified vendor(s). All MBE/ESB documentation and certifications must be included in the proposal.

### **C. Policy Regarding Contact After Proposal Submittal**

Efforts have been made to ensure the RFP provides adequate explanation. However, should Contractor(s) have any questions or require further clarification, they are advised to direct all communication regarding this procurement in writing to the RAA Principal Contact, as follows:

Laura Bickham, Interim Procurement Officer  
Richmond Ambulance Authority  
2400 Hermitage Rd.  
Richmond, VA 23220  
[lbickham@raaems.org](mailto:lbickham@raaems.org)

The submission of questions shall be made no later than **12:00pm November 14, 2025**. Answers to substantive questions raised by any Contractor shall be sent in written form to every potential Contractor that RAA was aware of that received a copy of the RFP. Contractor(s) are **prohibited** from contacting any member of RAA, its staff, RAA Board of Directors, its counsel, or any employee of the City Richmond, Virginia' or member of the Richmond City Council. RAA will not be responsible for any oral instructions given with regard to the completion and submittal of any proposal. Any information obtained by Contractor(s) from any source, other than written communication from the RAA Principal Contact, shall be considered unofficial and quite possibly in error and may cause disqualification of the Contractor from this procurement process.

It is the responsibility of all Contractors to ensure that they have received and acknowledged all addenda (where applicable).

### **VII. NOTICE OF CONTRACT AWARD**

A Notice of Award will be posted on eVA, the Virginia state public procurement website, <http://www.eva.virginia.gov/> as well as the Richmond Ambulance Authority's website.

### **VIII. CONTRACT PERIOD**

The term of this contract is from date of award, effective July 1, 2026, through June 30, 2027, with the option to renew for four (4) one-year renewals or as negotiated, contingent upon availability and appropriation of funds.

**IX. CONTRACT**

The negotiated fee schedule based on the specifications, and terms and conditions contained herein shall be incorporated into a standard Richmond Ambulance Authority contract, including the RFP, any addenda, the successful Contractors proposal and any negotiated modifications. Any concerns regarding the contract process shall be addressed within the proposal response.

The Contractor shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful Contractor of his obligations to carry out the provisions of this Request for Proposals and to complete the Statement of Needs outlined herein.

**X. CONTRACT ADMINISTRATION**

The RAA head of Human Resources shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have the authority to approve changes in the services which alter the concept, or which call for an extension of time for this contract. Any modifications made must be authorized by the Richmond Ambulance Authority Chief Executive Officer through a written approved change order executed to the contract.

**XI. PAYMENT PROCEDURES**

RAA will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered.

**XII. GENERAL TERMS AND CONDITIONS**

- A. Proposals submitted may be reviewed and evaluated by any person(s) designated by RAA. Proposals that do not comply with the conditions and requirements of this RFP may be rejected as non-compliant. RAA will be the sole determinant of compliance or non-compliance.
- B. RAA reserves the right to reject any and all proposals submitted or to negotiate separately with any source in any manner necessary to serve the best interest of the project.
- C. RAA will not pay for the information solicited by this RFP. All costs incurred by a Contractor(s) in the preparation of a proposal and demonstrations are the responsibility of the Contractor(s).
- D. Personnel of RAA, or representatives upon consent of the RAA Principal Contact, may contact the Contractor's references as submitted in its proposal to substantiate the Contractor(s) capabilities and reliability, Contractor(s) performance, and overall service. Contractor(s) is expected to cooperate fully with RAA personnel or its selected representatives to verify Contractor claims.
- E. Contractor(s) may be asked to provide audited financial statements for any and all benefits provided.
- F. RAA intends to negotiate a contract which would obligate the Contractor(s) to meet any warranties and representations made during the selection process. The final Contractor's offering, as well as this RFP, will be included as an addendum in any contractual arrangement. The contract will adhere to the laws of the Commonwealth of Virginia and the United States of America.

- G. The Authority reserves the right to make awards under this Request for Proposals to more than one Contractor if the Authority determines that doing so is in the best interests of the Authority. Each contract awarded will include an exhibit specifying the portion of the scope of services awarded to that Contractor.
- H. The Authority advises that all proposals submitted under this RFP will become the property of the Richmond Ambulance Authority and will not be returned.
- I. All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- J. All materials submitted to RAA become public property and are subject to the Freedom of Information Act upon receipt. In accordance with Virginia Code 2.2-4342(F), trade secrets or proprietary information submitted by a Contractor in connection with this procurement transaction are not subject to the Virginia Freedom of Information Act; however, the Contractor must:
  - 1. Invoke the protections of Virginia Code 2.2-4342 prior to or upon submission of the data or other materials,
  - 2. Identify the data or other materials to be protected, and
  - 3. State the reasons why protection is necessary.
- K. Budgets and price quotations are considered public information in proposals submitted to the Authority. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets as proprietary may also render the proposal non-responsive.
- L. RAA reserves the right to ask Contractor to address requirements that may have been omitted from this RFP. Should additional requirements be identified, they will be submitted to Contractor in writing as an addendum to this document.
- M. Employment Discrimination. Pursuant to Virginia Code 2.2-4311, the following applies to any contract resulting from this RFP:
  - 1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- N. The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RAA or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. RAA 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 RAA are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Richmond Metropolitan area.
- O. RAA 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 Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, RAA reserves the right to terminate any resulting contract immediately if the Contractor breaches any terms or conditions of such contract or if the Contractor makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and has not cured such bankruptcy after 90 calendar days. Such right of termination is in addition to and not in lieu of any other remedy that the RAA may have in law or equity.
- P. During the period of the Contract, RAA reserves the right to require the Contractor to furnish certificates of insurance for the coverage required as indicated.
  - 1. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.
  - 2. Automobile Liability Insurance with a combined, single limit of not less than \$1,000,000 per occurrence and including owned, hired and non-owned vehicles.
  - 3. 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 ensure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.
  - 4. Professional Liability (i.e. Legal Malpractice) Insurance with limits of not less than \$1,000,000 per claim for all company representatives.
  - 5. Privacy and Breach of Information Liability Insurance that shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.
    - a. Dissemination of Information in Violation of Right of Privacy;

- b. Collecting Information in Violation of Right of Privacy;
  - c. Theft and use of Information in Violation of Right of Privacy;
  - d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).
- Q. Cyber/Privacy Liability with minimum limits of \$2,000,000 per claim and where personal data is accessible to Contractor limits of at least \$5,000,000, and provides for, at least:
- 1. Liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information and any related forensic costs, crisis management costs, investigation costs via a dishonesty bond and cyber liability policy;
  - 2. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to services, including denial of service, unless caused by a mechanical or electrical failure;
  - 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon;
  - 4. Any government investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and
  - 5. Non-physical business interruption and property coverage for bodily injury as well as. Contractor will need extra expense coverage to continue operations (no direct damage).
- R. The Contractor shall indemnify, defend and hold harmless RAA, 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 Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees.
- S. No portion of the work shall be subcontracted without prior written consent of RAA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor(s) shall furnish the Principal Contact the names, qualifications and experience of their proposed subcontractors. The Contractor 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.
- T. All services provided by the Contractor pursuant to this agreement shall be performed to the satisfaction of the RAA, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. The Contractor shall not receive payment for work found by RAA to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.



- U. RAA encourages the use of minority and emerging small businesses on all RAA contracts to the fullest extent reasonably possible. The Richmond city's Office of Minority Business Development is available at 804-646-5947 as a resource in identifying local minority-owned businesses and emerging small businesses.
- V. Non-Collusion, Non-Conflict of Interest and Anti-Lobbying: Contractor(s), including their officers, owners, agents, representatives, sub consultants, employees, or parties in interest:
  - 1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation, or other Contractor(s) or potential Contractor(s) regarding the amount of their proposal or the terms or conditions of their proposal.
  - 2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation, or other Contractor(s) or potential Contractor(s), any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Contractor(s). Contractor(s) shall not pay money or anything of value in the future for these purposes.
  - 3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Contractor(s), which all Contractor(s) had notice of.
  - 4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Contractor(s) receive a contract award in response to their proposal, no agent, representative, consultant, or sub consultant affiliated with the Contractor(s), who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
  - 5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
  - 6. Shall certify that no officer or stockholder of their company is an employee of RAA or is related to any employee or Board member of RAA.
  - 7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any RAA Board or staff reviewing the proposals, except in the course of RAA-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by RAA Board of Directors.
  - 8. The Contractor warrants that it and all of its subcontractors are not and will not during the life of this Contract be in violation of Virginia Code 2.2-4372 which provides as follows:
    - a. No contractors or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of

money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

- b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
  - c. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
  - d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.
- W. Non-Exclusion from Medicare and/or Medicaid: Neither Contractor nor any officer, director, employee, agent, or owner of Contractor shall have been excluded from participation in neither the Medicare Program nor any state Medicaid Program.
- X. Contractual Claims. The procedure for the resolution of contractual claims shall be as set forth in Virginia Code 2.2-4363(C).
- Y. Drug Free Workplace. Pursuant to Virginia Code 2.2-4312 during the performance of this contract, the Contractor agrees to:
- 1. Provide a drug-free workplace for the Contractor's employees:
  - 2. 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;
  - 3. 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
  - 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, 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 in accordance with the Virginia Public Procurement Act, 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.

## **Z. Faith-Based Organizations**

Pursuant to Virginia Code 2.2-4343.1(D), the Authority does not discriminate against faith-based organizations.

## **AA. Advertising**

In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to RAA will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

## **BB. Availability of Funds**

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

## **XIII. EXHIBITS**

- A. Group Health Insurance Data for the Richmond Ambulance Authority
  - 1. Benefit Summary POS 15
  - 2. Benefit Summary POS 25
  - 3. Evidence of Coverage POS 15
  - 4. Evidence of Coverage POS 25
  - 5. Current Medical Rates
  - 6. Benefit Summary Vision
  - 7. Current Vision Rates
  - 8. Benefit Summary Dental
  - 9. Current Dental Rates
  - 10. Benefit Summary Basic Life
  - 11. Benefit Summary Optional Life
  - 12. Benefit Summary LTD
  - 13. Benefit Summary STD
  - 14. Current Life and Disability Rates
  - 15. Employee Census
  - 16. Current and Prior Employer and Employee Contributions
- B. Claims and Enrollment
  - 1. Large Claims
  - 2. Medical Monthly Claims and Enrollment
- C. Top Utilized Facilities
- D. Dental Provider Disruption Checklist
- E. Medical Questionnaire
- F. Price Quotation Exhibits
- G. Medical Performance Guarantees
- H. Minority Business Enterprise/Emerging Small Business Forms
  - 1. MBE/ESB: Participation Form (MBE-2)
  - 2. Good Faith MBE/ESB Participation Efforts – Documentation of Contacts
  - 3. MBE/ESB Past Good Faith Efforts Participation Form
- I. Cover Page
- J. Certificate of Liability Insurance

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