



Colonial Behavioral Health
Serving the Cities of Poquoson and Williamsburg
and the Counties of James City and York

Public-Private Education Facilities and Infrastructure Act (PPEA)
Request for Conceptual Phase PPEA Proposals
Number A240325

for

Crisis Services Center



RFP # A240325
Crisis Services Center

- Issuing Agency:** Colonial Behavioral Health
1657 Merrimac Trail
Williamsburg, VA 23185
- Issue Date:** **May 17, 2024**
- Due Date:** Proposals will be received until **July 17, 2024; 2:00 p.m., prevailing time.** Failure to submit proposals by the designated date and hour will result in disqualification.
- Pre-Proposal Conference:** NON-MANDATORY – VIRTUAL Pre-Proposal Conference will be held, **June 3, 2024, beginning at 1:00 p.m.**
To receive an invitation link, please contact Kisha Young via email at: kyoung@colonialbh.org.
- Deliver To:** (FedEx/USPS/UPS/Hand Delivery) to:
Colonial Behavioral Health
ATTN: General Services Officer
1657 Merrimac Trail
Williamsburg, VA 23185
- Submit:** ***Electronic Submissions:*** via eVA ONLY www.eva.virginia.gov
FAXED OR EMAIL SUBMISSIONS ARE NOT ALLOWED
Paper Submissions: Sealed package containing one (1) original, clearly marked as such, seven (7) copies, and an electronic PDF on a flash drive.
- Contract Officer** Kisha Young, General Services Officer, MBA, VCA;
kyoung@colonialbh.org
- Inquiries:** Questions pertaining to this Project and/or selection process shall be directed to the Contract Officer, in writing (email is preferred)
no later than 5:00p.m. on July 1, 2024
- After this date and time, questions will **NOT** be accepted or answered.
ALL questions must be submitted in writing.
NO telephone questions shall be addressed or answered.

This solicitation is posted:

- on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download.
- on Colonial Behavioral Health's Procurement Webpage (<https://www.colonialbh.org/about-us/procurement/>).

NOTE: Colonial Behavioral Health does not discriminate against faith-based organizations in accordance with the *Code of Virginia, §2.2-4343.1* or against a bidder because of race, religion, color, sex, national origin, disability, or any other basis prohibited by state law relating to discrimination in employment.

Table of Contents

1.0	ABOUT CBH	4
2.0	GENERAL INFORMATION.....	4
3.0	ANTICIPATED SCOPE OF WORK.....	4
4.0	FORMAT FOR SUBMISSIONS AT CONCEPTUAL STAGE.....	5
5.0	PROPOSAL SUBMISSION REQUIREMENTS	7
6.0	PROPOSAL SUBMISSION DESIGN	7
7.0	PROPOSAL SCHEDULE	8
8.0	EVALUATION CRITERIA.....	9
9.0	AWARD OF CONTRACT	9
10.0	NOTICES AND COMMUNICATIONS.....	10
11.0	GENERAL TERMS AND CONDITIONS.....	11
12.0	SPECIAL TERMS AND CONDITIONS.....	13
13.0	METHOD OF PAYMENT	14
	ATTACHMENT F – PROPOSAL TITLE PAGE.....	15
	ATTACHMENT G – PROPOSAL SUBMISSION CHECKLIST	16
	ATTACHMENT h – PROPOSAL SIGNATURE SHEET	17
	ATTACHMENT i – COMPANY CERTIFICATIONS	18
	ATTACHMENT J – AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	19
	ATTACHMENT K – PROPRIETARY INFORMATION.....	20
	ATTACHMENT L – REFERENCE PAGE.....	21

THE TERMS “CONTRACTOR”, “FIRM”, “PROPOSER”, “VENDOR”, “TEAM” ARE USED INTERCHANGEABLY WITHIN THIS RFP OR ANY POTENTIAL RESULTING CONTRACT, TO REFER TO THE COMPANY SUBMITTING A PROPOSAL

**THE HEADINGS USED IN THIS SOLICITATION AND ANY RESULTING CONTRACT ARE FOR CONVENIENCE ONLY AND ARE NOT TO BE CONSTRUED TO HAVE LEGAL SIGNIFICANCE. **

1.0 ABOUT CBH

Colonial Behavioral Health (CBH) is a political subdivision of the Commonwealth of Virginia. As are all the forty community services boards in the Commonwealth, Colonial Behavioral Health is mandated to provide services to assist with mental health, intellectual disabilities, and substance use disorders for citizens within its region. CBH provides services for the citizens of the City of Williamsburg, James City County, York County, and the City of Poquoson.

See <https://www.colonialbh.org/> for additional information about CBH.

2.0 GENERAL INFORMATION

2.1. Colonial Behavioral Health (CBH or “Owner”) is soliciting Conceptual Phase PPEA Proposals that follow the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) Guidelines. This solicitation is for interested teams that have experience in the design and construction of Crisis Services Centers and/or similar type facilities. From the responses received, CBH intends to select a qualified Proposer to provide turn-key design and construction services for the demolition and construction of a Crisis Services Center.

2.2. Project Description: The project includes the design and construction of an approximately 14,000 square-foot Crisis Services Center (CSC) located at the site of the existing Building 3 At Eastern State Hospital (ESH) in Williamsburg, Virginia. The new facility will consolidate all CBH crisis services under one roof, including administration, Mobile Crisis, Emergency Services, Crisis Receiving Center, Crisis Stabilization, and Crisis Intervention Team Assessment Center (CITAC). Site work will include the demolition of the existing ESH Building 3, connection of water, sewer, stormwater management, power, and other utilities as necessary, installation of parking/pavements and sidewalks to provide access, and landscaping. Further information on the proposed program, project parameters, site, CBH vision, and environmental conditions can be found in Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E. This project is part of a larger rezoning request by D.R. Horton, Inc. And the land being conveyed to CBH is part of that land deal. In addition to CBH, Hope Family Village – a planned cohousing community – will receive 25+ acres of land adjacent to the CBH parcel. The overall program budget for construction and other soft costs is \$12m.

3.0 ANTICIPATED SCOPE OF WORK

3.1. After being selected, the Proposer will execute an Interim and/or Comprehensive Agreement with CBH to provide design and construction services for the project including, but not limited to:

3.1.1. Project management and administration through project leadership and overall team coordination.

3.1.2. Codes and standards review, studies, and compliance to secure final approval of County planning commissioning and site plan review.

3.1.3. Cost savings and best value management recommendations.

3.1.4. Project planning and scheduling, maintaining project schedules, and progress meetings.

3.1.5. Cash flow development and analysis.

- 3.1.6. Contract and construction documents coordination and providing design documents and specifications to CBH for approval.
- 3.1.7. Public and private utility providers coordination to bring required services to the project.
- 3.1.8. As-built drawings submission of the completed project, and provision of operations and maintenance manuals, owner training, and attic stock materials.

4.0 FORMAT FOR SUBMISSIONS AT CONCEPTUAL STAGE

4.1. Qualification and Experience

- 4.1.1. Identify the legal structure of the Firm or consortium of firms proposing. Identify the organizational structure for the Project, the management approach, and how each partner and major subcontractor in the structure fits into the overall team.
- 4.1.2. Describe the experience of the firm or consortium of firms proposing and key principals involved in the proposed Project, including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience, and other engagement of the firm or consortium of firms. Include the identity of any firms that will provide design, construction, and completion guarantees and warranties, and a description of such guarantees and warranties.
- 4.1.3. Provide resumes of the key individuals who will be involved in each phase of the Project.
- 4.1.4. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- 4.1.5. Provide a current or most recently audited financial statement of the Firm or firms and each partner with an equity interest of twenty percent (20%) or higher.
- 4.1.6. Identify the officers and directors of the firm or firms submitting the proposals.
- 4.1.7. Identify any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the Project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31, (§ 2.2-3100 et seq.)

4.2. Project Characteristics

- 4.2.1. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail, so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- 4.2.2. Identify and fully describe any work to be performed by CBH.
- 4.2.3. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approval.
- 4.2.4. Identify any anticipated adverse social, economic, archaeological, and environmental impacts of the project. Specify the strategies or actions that will be used to mitigate the known impacts of the project.

- 4.2.5. Identify the projected positive social, economic, archaeological, and environmental impacts of the project.
- 4.2.6. Identify the proposed schedule for the work on the project, including the estimated time for completion.
- 4.2.7. Propose allocation of risk and liability for work completed beyond the agreement's completion date and assurances for timely completion of the project.
- 4.2.8. State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the CBH's use of the project.
- 4.2.9. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- 4.2.10. Describe any architectural, building engineering, or other applicable standards that the proposed Project will meet. Define applicable quality standards to be adhered to for achieving the desired project outcome(s).
- 4.2.11. List any other assumptions relied on for the project to be successful.
- 4.2.12. List any contingencies that must occur for the project to be successful.

4.3. **Project Financing**

- 4.3.1. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both, (e.g., design, construction, and operation). Cost estimate should be broken down by Construction Specification Institution (CSI) format, with separate line items for subcontractor/vendor cost of work, self-performed work, general conditions, insurance, bonding, contingency, and overhead/fee.
- 4.3.2. Submit a plan for the development of the project showing the anticipated schedule on which funds will be required. CBH will finance the project through State funding.
- 4.3.4. Identify the proposed risk factors and methods for dealing with these factors.
- 4.3.5. Describe the total commitment, if any, expected from the governmental sources, including CBH, and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of CBH's credit or revenue.
- 4.3.8. Identify any aspect of the project that could disqualify the project from obtaining tax- exempt financing.

4.4. **Project Benefit and Compatibility**

- 4.4.1. Identify who will benefit from the project, how they will benefit, and how the project will benefit CBH, as well as the overall community, region, or state.
- 4.4.2. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition for the project.
- 4.4.3. Explain the strategy and plans that will be carried out to involve and inform the general public, the business community, and governmental agencies in areas affected by the project.

- 4.4.4. Describe the anticipated significant benefits to CBH, its clients, customers and their families, the community, region, or state.
- 4.4.5. Explain how the Project is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plans.
- 4.4.6. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses:
 - minority-owned businesses;
 - women-owned businesses;
 - small businesses.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

- 5.1. To be considered for selection, Teams must submit a complete response to the RFP. Proposals may be submitted through eVA or sealed proposals must be delivered to CBH through FedEx, United States Postal Service (USPS), UPS, or Hand Delivery to the General Services Officer; Colonial Behavioral Health, 1657 Merrimac Trail, Williamsburg, VA 23185 by the date specified in this document. If the Team chooses to deliver a sealed proposal, they must provide one (1) original proposal packet, clearly marked as such, and seven (7) copies and an electronic PDF on a flash drive. Faxed or email submissions are not allowed and will not be considered. For guidance on how to submit a proposal through eVA, please contact eVA Customer Care at 1-866-289-7367.
- 5.2. The Team is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the contractor has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Team shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by Colonial Behavioral Health. Failure to provide all information, inaccuracy, or misstatements may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Team. Submission of a proposal by the Team is not to be construed as an award or an order to perform services.
- 5.3. ADDENDA: Changes or supplemental instructions to this Request for Proposals will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Team's responsibility to check for Addenda prior to the proposal due date and time to ensure that all Addenda are received.

All Teams shall acknowledge receipt of Addenda with the proposal. Acknowledgement of all Addenda shall be by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

6.0 PROPOSAL SUBMISSION DESIGN

To facilitate the analysis of proposals, Teams must prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by CBH. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal. Tabs 1-5 must include Sections 4.1-4.4, under 4.0 Format for Submissions at Conceptual Stage.

The proposal must be organized with tabs in the following order and minimally contain the following information:

TAB 1	<ul style="list-style-type: none"> • Table of Contents – all pages are to be numbered; • Cover Letter on company letterhead signed by the person with authority to enter any contract that may result from this RFP. • Section 4.1 – Qualification and Experience
TAB 2	<ul style="list-style-type: none"> • Section 4.2 – Project Characteristics
TAB 3	<ul style="list-style-type: none"> • Section 4.3 – Project financing
TAB 4	<ul style="list-style-type: none"> • Section 4.4 – Project Benefit and Compatibility
TAB 5	<ul style="list-style-type: none"> • Attachment F: Proposal Title Page • Attachment G: Proposal Submission Checklist • Attachment H: Proposal Signature Sheet • Attachment I: Company Certifications • Attachment J: Authority to Transact Business in Virginia • Attachment K: Proprietary Information • Attachment L: Reference Page • Vendor Confidentiality Agreement • Initialed bottom of Terms & Conditions (T&C) pages 11-14 • W9 Tax Form • Proof of Insurance/Certificates of insurance • Any licenses or certifications held • Signed Addenda (<i>if applicable</i>)

6.1. IDENTIFICATION OF PROPOSAL ENVELOPE

For paper submissions, the completed proposal package should be submitted in an envelope or package, sealed, and identified as follows:

From: _____ <div style="text-align: center;">Name of Contractor</div> _____ <div style="text-align: center;">Street or box Number</div> _____ <div style="text-align: center;">Proposal Name</div>	_____ <div style="text-align: center;">Due Date</div> _____ <div style="text-align: center;">City, State, Zip Code</div> _____ <div style="text-align: center;">Proposal Number</div>
---	--

7.0 PROPOSAL SCHEDULE

7.1. The following schedule has been established for this RFP. It shall be noted that dates and times written within this RFP are tentative and can be changed or altered depending on the progress of this RFP and the schedule of parties involved in the procurement process. If changes occur, firms will be contacted by the Contract Officer listed on the General Information Form of this RFP.

EVENT	DATE
Request For Proposal (RFP) Issue Date	May 17, 2024
Pre-Proposal Conference (Optional)	June 3, 2024, 1:00 p.m.
Conceptual Proposals Due	July 17, 2024, 2:00 p.m. <i>Late proposals are not accepted</i>
Request for Detail Phase Proposal	TBD
Detailed Phase Proposals Due	Approximately mid-August 2024 to mid-September 2024 depending on information requested
Award Date	Late September – early October 2024

- 7.2. Non-Mandatory Pre-Proposal Conference: A non-mandatory virtual pre-proposal conference will be held on **Monday, June 3, 2024, 1:00p.m. via Microsoft Teams**. Proposers must request an invitation link for the conference by email from the Contract Officer, Kisha Young; kyoung@colonialbh.org. Additional information about CBH’s vision for the project will be shared.

8.0 EVALUATION CRITERIA

- 8.1. EVALUATION FACTORS: Each proposal will be evaluated according to the following criteria.

	Weight
Qualification and Experience	35 points
Project Characteristics	25 points
Project Cost	35 points
Project Benefit and Compatibility	5 Points
Total	100 points

- 8.2. EVALUATION OF PROPOSALS:

On the basis of the evaluation factors established by the request for proposals, a shortlist will be established by the Evaluation Committee. Teams may be requested to present their Conceptual Phase Proposals to the Evaluation Committee. At least two (2) Teams deemed to be the most qualified, responsible, and suitable on the basis of initial responses shall be invited to submit Detailed Phase Proposals.

Please note, repetitive informal interviews shall be permissible. Proposers shall be encouraged to elaborate on their qualifications, scope of work, or expertise pertinent to the proposed project as any alternative concepts. These discussions may encompass non-binding estimates of total project costs. Methods to be used in arriving at a price for services may also be discussed. Proprietary information from competing Teams shall not be disclosed to the public or to competitors. Price of services may be discussed and considered but will not be the sole determining factor in selection.

9.0 AWARD OF CONTRACT

- 9.1. Award shall be made to the responsive and responsible Team whose proposal(s) is determined to be the most advantageous to Colonial Behavioral Health taking into consideration the evaluation factor set forth and here in and successful negotiation of a price that is considered fair and reasonable. The award

of a contract shall be at the sole discretion of CBH. The award shall be based on the evaluation of all information as CBH may request. CBH reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in a Team's proposal. Further, CBH reserves the right to enter into a contract deemed to be in its best interest.

- 9.2. A notice of award will be posted with the original solicitation on eVA, Virginia's eProcurement portal (www.eva.virginia.gov). The notice of award will also be posted on CBH's Procurement webpage (<https://www.colonialbh.org/about-us/procurement/>).

10.0 NOTICES AND COMMUNICATIONS

10. Notices and communications related to the Contract resulting from this RFP shall be in writing and delivered via mail (postage prepaid), commercial courier, or hand delivery or sent by electronic means (e.g., email). All notices related to contract award, modifications, renewals, and termination will be handed through the Contract Officer. The Contract Officer primarily utilizes email for notices and communications including but not limited to financials, contract renewals and contract amendments.

Direct contact with anyone other than the Contract Officer, including other staff from CBH, regarding this Request for Proposals is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Proposer is ineligible for award.

Left intentionally Blank.

11.0 GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect there to shall be brought in the courts of the Commonwealth. The Vendor shall comply with applicable federal, state and local laws and regulations.
- B. **ETHICS IN PUBLIC CONTRACTING:** By signing this contract the Vendor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- C. **COMPLIANCE:** By signing this contract, the Vendor certifies that it is and will remain in full compliance with:
The Federal Civil Rights Act of 1964, as amended.
The Federal Immigration Reform and Control Act of 1986.
The Virginia Fair Employment Act of 1975, as amended, where applicable.
The Virginia Conflict of Interest Act.
The Virginians With Disabilities Act.
The Americans With Disabilities Act.
Section 2.2-4311 (Employment Discrimination Act) of the Virginia Public Procurement Act.
Sections 2.2-4367 through 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Act
Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.
The Antitrust laws of the United States and the Commonwealth of Virginia.
- D. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED**
Every Contract of over \$10,000 shall include the following provisions:
i. 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, sex, national origin, age, disability, status as a service-disabled veteran, or any 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, shall 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 to meet this requirement.
ii. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- E. **DEBARMENT STATUS:** By signing this contract, Vendors certify that they are not currently debarred from submitting proposals on contracts by the Commonwealth of Virginia, the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia or the Federal Government.
- F. **ANTITRUST:** By entering into this contract, the Vendor conveys, sells, assigns, and transfers to Colonial Behavioral Health 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, relation to the particular services purchased or acquired by Colonial Behavioral Health under said contract.
- G. **CONFIDENTIALITY:** The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to CBH. Therefore, except as required by law, the Contractor agrees that its employees will not:
i. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
ii. Access or attempt to access information beyond their stated authorization.
iii. Disclose to any other person or allow any other person access to any information related to CBH or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
The Contractor understands that CBH, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that CBH may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the General Services Officer's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by CBH as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

Vendor initial _____ Colonial Behavioral Health initial _____

H. HIPAA COMPLIANCE: Contractor warrants as follows:

That the Contractor will, in all respects, comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation in all aspects of its operations in connection with this contract.

That all products and services provided under this contract will, in all respects, comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation.

That any modifications or actions on the part of CBH that are required to comply with the requirements of this section will be fully disclosed to CBH in writing, and will not require additional operating procedures, interventions, or cost to Colonial Behavioral Health, now or in the future.

I. PRECEDENCE OF TERMS: Paragraphs A-G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and the Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.

J. PAYMENT TERMS: 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.

K. QUALIFICATIONS: Colonial Behavioral Health 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 Colonial Behavioral Health all such information and data for this purpose as may be requested. Colonial Behavioral Health reserves the right to inspect Vendor's physical facilities to satisfy questions regarding the Vendor's capabilities.

L. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Vendor in whole or in part without the written consent of Colonial Behavioral Health.

M. CHANGES TO THE CONTRACT: Changes can be made within the general scope of the contract by Colonial Behavioral Health with written notification to the Vendor. The parties may agree in writing to modify the scope of the contract.

N. DEFAULT: In case of failure to deliver services in accordance with Contract Terms and Conditions, Colonial Behavioral Health, 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. The remedy shall be in addition to any other remedies which Colonial Behavioral Health may have.

O. TAXES: Sales to the Community Services Board are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes.

P. SERVICES TO BE FURNISHED BY COLONIAL BEHAVIORAL HEALTH: Colonial Behavioral Health shall furnish the Vendor with all available necessary information, data, and material pertinent to the execution of this Agreement. Colonial Behavioral Health shall cooperate with the Vendor in carrying out the services herein and shall provide adequate staff coordination and support to the Vendor.

Q. RECORDS AND INSPECTIONS: The Vendor shall maintain full and accurate records with respect to all services provided under this Agreement. Colonial Behavioral Health shall have free access at all proper times to such records and shall have the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

R. COLONIAL BEHAVIORAL HEALTH NOT OBLIGATED TO THIRD PARTIES: Colonial Behavioral Health shall not be obligated or liable hereunder to any party other than the Vendor. Employees and agents of Vendor shall not be deemed employees or agents of Colonial Behavioral Health for any purpose, and all compensation for such employees and agents (including workers compensation insurance coverage) shall be provided by Vendor.

S. CRIMINAL BACKGROUND CHECKS: The Contractor shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by CBH to obtain nation-wide criminal background checks when CBH, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at CBH's expense.

Vendor initial _____ Colonial Behavioral Health initial _____

12.0 **SPECIAL TERMS AND CONDITIONS**

- A. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Colonial Behavioral Health shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
- B. **CANCELLATION OF CONTRACT:** Colonial Behavioral Health reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon at will notice to the Vendor. Any contract cancellation notice shall not relieve the Vendor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
- C. **CLAIMS:** Any contractual claim, whether for money or other relief arising under this contract, shall be submitted in writing, in accordance with Section 11-69 of the code of Virginia, no later than sixty (60) days after final payment; however, written notice of the Vendor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim has been based. The claim shall be submitted to the Executive Director, Colonial Behavioral Health, 1657 Merrimac Trail, Williamsburg, Virginia 23185.
- D. **VENDOR PROPERTY DAMAGES:** The Vendor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.
- E. **EXTENSION OF CONTRACT:** Upon agreement of both parties, this contract may be extended by the purchasing agency under the terms of the current contract, with reasonable notice given to Vendor (approximately 30 days) prior to the expiration date.
- F. **INSPECTION OF JOB SITE:** My signature on this contract constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Colonial Behavioral Health.
- G. **WORKMANSHIP AND INSPECTION:** All work under this Contract shall be performed in a skillful and workmanlike manner. The contractor and its employees shall be professional and courteous at all times. CBH may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by CBH. Further, CBH may, from time to time, make inspections of the work performed under the Contract. Any inspection by CBH does not relieve the Contractor from any responsibility in meeting the Contract requirements.
- H. **PERMITS AND LICENSES:** The Vendor is required to hold or obtain before services begin, all relevant permits and/or licenses as required by law.
- I. **VENDOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Vendor within any twelve month period is three hundred thousand dollars (\$300,000) or more, the Vendor is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "Class A Contractor". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), the Vendor is required to be licensed as a "Class B Contractor". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five dollars (\$7,500), the Vendor is required to be licensed as a "Class C Contractor".
- J. **INSURANCE:** By signing and submitting this contract the Vendor certifies that, it will have, as a minimum, the following liability insurance coverages at the time the work commences. Additionally, it will maintain this during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract Colonial Behavioral Health reserves the right to require the Vendor to furnish certificates of insurance for the coverages required by Colonial Behavioral Health as indicated.
INSURANCE COVERAGES REQUIRED:

Professional Liability

Limits of Liability - \$1,000,000 Per Occurrence (May be more depending on the professional service required.)

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage

General Liability

Limits of Liability - \$1,000,000. Per Occurrence Bodily Injury or Property Damage

Contractual Liability includes the Contractual Liability assumed hereunder.

Completed Operations Insurance - to remain in full effect until the date of acceptance of the project by Colonial Behavioral Health.

- K. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Colonial Behavioral Health's satisfaction at the Vendor's expense

Vendor initial _____ Colonial Behavioral Health initial _____

- L. **SAFETY:** All Contractors and subcontractors performing services for CBH are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and CBH Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- M. **DRUG FREE WORKPLACE:** The Vendor acknowledges and certifies that it understands that the following acts by the Vendor, its employees, and/or agents performing services on Colonial Behavioral Health property are prohibited:
- i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- The Vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Colonial Behavioral Health in addition to any criminal penalties that may result from such contract.
- N. **EXTRA CHARGES NOT ALLOWED:** The proposed price shall be for complete installation ready for Colonial Behavioral Health's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- O. **INDEMNIFICATION:** Vendor agrees to indemnify, defend and hold harmless Colonial Behavioral Health, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor/any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use materials, goods, or equipment in the manner already permanently described by the Vendor on the materials, goods or equipment delivered.
- P. **RELATIONSHIP OF PARTIES:** The parties agree to be and act as independent vendors and that under no circumstances shall either party perform any act or conduct any activity pursuant to which this Agreement could be construed to be an agreement of agency, partnership, joint venture, or employment between them.
- Q. **LIENS:** At no time shall the vendor permit any mechanics or similar liens to attach to Colonial Behavioral Health premises on account of labor or material furnished to the vendor or claimed to have been furnished to the vendor, in connection with its work hereunder.
- R. **FAITH BASED ORGANIZATIONS:** Colonial Behavioral Health does not discriminate against faith-based organizations.
- S. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the Commonwealth with the consent of the contractor.
- T. **W-9 FORM REQUIRED:** Each Bidder shall be prepared to furnish a completed W-9 form in the event of contract award. This information is required in order to issue purchase orders and payments to your Team.
- U. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict Colonial Behavioral Health from acquiring similar, equal or like goods and or services from other sources.
- V. **NON-EXCLUSIVE LICENSE-OWNERSHIP AND USE OF DOCUMENTS:** The Contractor permanently and irrevocably assigns to CBH a royalty-free, nonexclusive, non-transferrable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies and derivative works thereof, in any media now know or hereinafter discovered, which are prepared in the performance of the Contract by the Contractor and its sub-Contractors; such may be used, reproduced, distributed, and displayed by Colonial Behavioral Health, at its discretion. The license and all rights, which inure to Colonial Behavioral Health shall survive the termination or disengagement of services of the Contractor or its sub-Contractors, or both, from the work, whether such termination or disengagement is involuntary or otherwise determined.

13.0 **METHOD OF PAYMENT**

Payment will be authorized following receipt of a valid invoice and completion of services according to the Scope of Work. The Contract number shall be included on each invoice. Failure to include this information may delay payment. Invoices shall be submitted directly to the following physical and/or email address:

Colonial Behavioral Health or Generalservices@colonialbh.org
ATTN: General Services
1657 Merrimac Trail
Williamsburg, VA 23185

Vendor initial _____ Colonial Behavioral Health initial _____

ATTACHMENT F – PROPOSAL TITLE PAGE

By signing this form with an original signature, and returning the signed solicitation document with your response in accordance with this solicitation’s submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. CBH shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Signature Of Authorized Company Representative Date

Name – Print Title

Company Name – Print Telephone Number

Address

Email Address Fax Number

ATTACHMENT G – PROPOSAL SUBMISSION CHECKLIST

The following shall be returned with your proposal as outlined in 6.0. Failure to do so may be cause for rejection of the proposal as non-responsive. It is the responsibility of the Contractor to ensure that they have received all addenda.

ITEM:	INCLUDED: (X)
1. Attachment F. Proposal Title Page	_____
2. Attachment G. Proposal Submission Checklist	_____
3. Attachment H. Proposal Signature Sheet	_____
4. Attachment I. Company Certifications	_____
5. Attachment J. Authority to Transact Business	_____
6. Attachment K. Proprietary Information	_____
7. Attachment L. Reference Page	_____
8. Vendor Confidentiality Agreement	_____
9. Initialed bottom of T&C pages 11-14.	_____
10. Certificates of Insurance	_____
11. Financial Information (Including W9)	_____

Company Name – Print

Telephone Number

Address

Email Address

Fax Number

Name – Print

Title

Signature Of Authorized Company Representative

Date

ATTACHMENT H – PROPOSAL SIGNATURE SHEET

TYPE OF BUSINESS: (Please check all applicable classifications.) If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <https://www.sbsd.virginia.gov/>.

_____ **Large**

_____ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With This RFP and all Attachments Or As Mutually Agreed Upon By Subsequent Negotiation.

Company Name: _____

FIN/SSN: _____ Date: _____

Authorized Agent (TYPED): _____

Signature: _____

Address: _____

C/S/Z: _____ E-mail address: _____

Telephone Number: _____ Extension: _____ FAX Number: _____

NOTE: Colonial Behavioral Health does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT I – COMPANY CERTIFICATIONS

This RFP is subject to the provisions of 2.2-3100 et seq. of the Virginia, the Virginia State and Local Government Conflict of Interest Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Contractor that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code 2.2-4367 through 2.2-4377.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, team, or person submitting a Proposal for the same goods, services, insurance, or construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarments, ethics in public procurement, submission of a single proposal, understanding the conditions, and data on convictions are not misleading and understood.

I further certify that, if awarded this contract, I will not knowingly send to any CBH facility any person having been convicted of any “barrier” crimes as outlined in the Code of Virginia, Section 63.2-1719. Nor will I knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

I hereby certify that the responses to the above representations, certification, and other statements, including all attachments, are accurate and complete. If after I sign these forms, I learn of any information which makes any of the above representations, certifications, or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the General Services Officer, or CBH designee. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Contractor.

Company Name – Print

Telephone Number

Address

Email Address

Fax Number

Name – Print

Title

Signature Of Authorized Company Representative

Date

ATTACHMENT J – AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Authority to Transact Business in Virginia

Pursuant to Virginia Code §2.2-4311.2, a Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall attach to this form a statement describing why the Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the SCC.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ____ Contractor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is: _____
- B. ____ Contractor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____
- C. ____ Contractor has applied for, but has not yet received, an Identification Number from the SCC and requests that it be granted an extension of five calendar days to provide its Identification Number to Colonial Behavioral Health.
- D. ____ Contractor does not have an Identification Number issued to it by the SCC and is not required to be authorized to transact business in Virginia in accordance with Section(s) of the Code of Virginia **and** the reasons stated on the attached document(s).

Please attach additional sheets if you need to explain why Contractor is not required to be authorized to transact business in Virginia.

Legal Name Of Company (As Registered) Print	Telephone Number
---	------------------

Address

Email Address	Fax Number
---------------	------------

Name – Print	Title
--------------	-------

Signature Of Authorized Company Representative	Date
--	------

ATTACHMENT K – PROPRIETARY INFORMATION

Offeror Name _____

Trade Secrets or Proprietary information submitted by an Offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Consultant must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to Colonial Behavioral Health are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public.

Please mark one:

- NO-** the proposal does not contain any trade secrets and/or proprietary information.
- YES-** the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* and the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page.

DO NOT MARK THE WHOLE PROPOSAL PROPRIETARY. If proprietary and/or confidential information is included in the proposal, a second “redacted” electronic version of the proposal shall be included and named “Redacted Version”.

Name – Print

Title

Signature Of Authorized Company Representative

Date

**ATTACHMENT L – REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES**

	Reference #1	Reference #2	Reference #3
Project Name			
Scope of work			
Contract Amount			
Contract Completion Date			
Contract Duration			
Contract Owner's Name			
Contract Owner's Phone			
Contract Owner's E-Mail			
Were you Prime contractor or Sub			
If Sub, who was Prime			
Contact info for Prime			

*Please use an additional page, if necessary to capture all information.

I certify as to the accuracy of the information contained in Attachment L.

Name – Print

Title

Signature

Date