



SOUTHSIDE
BEHAVIORAL
HEALTH

CELEBRATING
50
YEARS

**REQUEST FOR PROPOSAL
DESIGN | BUILDOUT PROJECT
RFP# 2205120627
ISSUED 12 MAY 2022**

SOUTHSIDE BEHAVIORAL HEALTH
"SOUTH HILL ADULT & CHILDREN SERVICES CENTER"
823 N. MECKLENBURG AVENUE
SOUTH HILL, VIRGINIA 23970

Issue Date: 12 MAY 2022

Title: South Hill Design-Buildout Services Project

Issuing Agency: Southside Behavioral Health
143 Industrial Parkway
Clarksville, VA 23927

Site/Location Where Work Will Be Performed: South Hill Facility
823 N. Mecklenburg Avenue
South Hill, VA 23970

Period of Contract: From Date of Award through Completion of All Phases of the Design/Buildout Project

Proposals to participate in the bid process for furnishing services described herein will be received until:

3:00 p.m.	Monday	27 June 2022
Time	Day	Date

All inquiries for information should be directed to:

Helen Deslauriers
Business Operations Manager
Southside Behavioral Health
(434) 572-6916 (x1527)
BusOps@southsidebh.org

ALL COMPLETED PROPOSALS ARE TO BE SEALED AND MAILED OR HAND DELIVERED TO:

Southside Behavioral Health
Attn: Business Operations Manager
PO Box 1478
143 Industrial Parkway (Administrative Offices)
Clarksville, VA 23927

**TO BE ACCEPTED, ENVELOPES SHOULD BE MARKED WITH
RFP #2205120627 DESIGN | BUILDOUT PROJECT**

It is the responsibility of those responding to this RFP to assure that their proposals are received at the location indicated and by the date and time specified in this RFP. This complete document with all its attachments must accompany the submitted proposal, with all the requested information and signatures as required.

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company/Firm Name and Address:

_____	Phone: _____
_____	Email: _____
_____	Fax: _____
_____	FEI/FIN: _____

Print Name: _____	Title: _____
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Signature: _____

Optional Information: Minority contractors are encouraged to submit proposals; however, minority status does not influence award.

Contractor DOES | DOES NOT consider his/her firm to be a minority owned business. Contractor IS | IS NOT certified as a minority business by the Virginia Department of Minority Business Enterprise.

SOUTHSIDE BEHAVIORAL HEALTH REQUEST FOR PROPOSALS

WORKING PROJECT NAME: Southside Behavioral Health “SOUTH HILL ADULT & CHILDREN SERVICES CENTER”

A. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to establish a contract through competitive negotiations with one or more qualified contractors to provide professional design and buildout services for an existing metal shell building, located at 823 N. Mecklenburg Avenue, South Hill, Virginia.

B. BACKGROUND:

For 50 years SBH, with Administrative Offices located in Clarksville, Virginia, has provided services for the mentally and intellectually/developmentally disabled, adults and children, in Halifax, Mecklenburg, and Brunswick Counties. These services include, but are not limited to, outpatient, psychiatry, substance use, prevention, crisis response, early childhood intervention, group homes, and day programs. It has been the goal of SBH to develop programs and offer services with the hope of removing barriers and achieving sustainable outcomes for all of those in need of our assistance and support. In an effort to reach a broader base, we plan to relocate some of the programs and services that we are currently offering in Boydton to South Hill where we hope to expand our outreach into the community. It is important to note that we are a non-profit organization, so we ask that those bidding on this contract be mindful of this when determining design plans, selecting materials, and calculating costs when creating their proposals.

C. SPECIFIC SCOPE OF WORK AND PROJECT SUMMARY REQUIREMENTS:

As previously mentioned, the facility is located at 823N. Mecklenburg, Virginia (Mecklenburg County). In accordance with the terms and conditions of the Contract, the Design-Buildout Contractor (“Contractor”) shall perform the work of this Project for Southside Behavioral Health (“SBH”) as described.

This contract will be utilized to provide design and buildout services for the SBH facility “SOUTH HILL ADULT & CHILDREN SERVICES CENTER”, a preexisting metal shell building, consisting of approximately 8,000 square feet of space (see EXHIBIT #1 for identified needs for the space). Except for specific requirements which will be communicated during the site visit, SBH is flexible regarding the design and layout of the devised spaces as shown in the exhibit, and is open to other viable design plans which will achieve the required operational purpose.

The project is a design and buildout of clinical and emergency services program delivery spaces, inclusive of staff and client parking; external access points; common areas; rest rooms; staff offices; and mental health treatment spaces. The Contractor for the proposed project will design and build spaces in accordance with service delivery needs as identified by SBH.

The Contractor is responsible for providing all design and buildout services required for the

project inclusive of, but not limited to, the following:

- 1) Review site data
- 2) Submit list of required permits
- 3) Provide schedule of design/buildout work
- 4) In accordance with the necessary phased completion of the project, ensure that the work area/facility is secured and necessary access to the facility is provided.
- 5) Submit Design Development and Buildout Documents for review and approval, as required. Preparation of complete design drawings, plans, and specifications for bid solicitation purposes for EXHIBIT #1 (identified space needs).
- 6) Assure that plans and specifications are complete (to include heating/cooling systems, plumbing, electrical/lighting, fire suppression system, roof system, cabinetry, bathrooms, and IT/telephone capability requirements) and are in conformance with generally accepted design and engineering practices and comply fully with all applicable codes and regulations including, but not limited to, the Virginia Uniform Statewide Building Code, and the Uniform Federal Accessibility Standards, as well as applicable building codes of Mecklenburg County and the Town of South Hill .
Plans and specifications will include site development, parking areas, exterior lighting, and landscape plan, as applicable.
- 7) Provide specifications that reflect current requirements, standards, and product availability.
- 8) If applicable, develop and prepare buildout documents for an Erosion and Sediment Control Plan and a Stormwater Management Plan. Obtain approvals from required agencies.
- 9) If applicable, coordinate the design of utility connections with local utility provider and obtain necessary approvals. SBH will pay filing fees and connection charges, as required.
- 10) Represent SBH by presenting any necessary oral and/or graphic presentations.
- 11) Complete all forms and documents in generally accepted formats. Provide services (adequate copies of specifications and drawings) to assist SBH in the bidding process.
- 12) Provision of cost estimating services.
- 13) Provide services for the buildout phase to insure compliance with approved design and buildout plans.
- 14) Final approval of completed buildout project meeting all building codes and all pertinent local, state, and federal requirements in the buildout of this facility for use by SBH.
- 15) Create/provide operations and maintenance manuals as applicable.

D. SPECIAL CIRCUMSTANCES AFFECTING PROJECT:

Service needs dictate that the Crisis Response/Emergency Services (CR/ES) program delivery area as identified in Exhibit #1 must be completed as soon as possible as a separate first Phase of the overall buildout. Those Contractors wishing to bid on this project will be expected to

provide an overall project design, with a multi-phase buildout proposal, where the CR/ES program area will be completed first (Phase 1) ensuring continuous operational viability, while being isolated in such a way as to allow additional phases of the buildout, which are to be determined as part of the bid proposal review process, to be completed. It is anticipated, that should it be feasible, the design buildout will consist of three phases where the CRT/ES program service area as mentioned will constitute Phase 1.

E. CONFERENCE AND MANDATORY SITE VISIT(S) AND QUESTIONS:

There will be a mandatory bidding Contractor's Conference and Site Visit commencing at **8:00 am** on **25 May 2022** at the buildout site, 823 N. Mecklenburg Avenue, South Hill, VA. The buildout site will be open and available for viewing until **12:00 pm** that same day. Prospective Contractors may submit questions or requests for clarification relative to this Request for Proposal via email to BusOps@southsidebh.org. **The deadline for submitting such questions and requests for clarification is 3:00 pm on 1 June 2022.** Written responses will be provided on **6 June 2022** to all parties who attend the mandatory Contractors Conference and Site Visit. No telephone questions will be entertained.

F. RFP MODIFICATIONS:

SBH reserves the right to modify this RFP subsequent to its initial release. Notice of modification to this RFP will be e-mailed to all parties that have attended the mandatory Contractor's Conference and Site Visit and indicated a potential interest in bidding on this proposal. In submitting a bid/proposal, the Contractor must acknowledge receipt of all addenda and acceptance of any terms and conditions established therein. SBH may cancel or withdraw this solicitation in whole or in part and reject any and all proposals at any time prior to an award.

G. QUALIFICATIONS OF THE PROVIDER:

SBH may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work. SBH reserves the right to inspect the facilities of the Contractor at any time during the contract period. The Contractor shall furnish SBH all such information and data for this purpose as may be requested. SBH further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy SBH that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated. The Contractor must have an acceptable credit rating.

H. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1) GENERAL REQUIREMENTS

a. RFP Response:

In order to be considered for selection, Contractors must submit a complete response to this RFP. One original and four copies of each proposal must be submitted to SBH. No other distribution of the proposals shall be made by the

Contractor.

b. Proposal Preparation:

- Proposal when submitted will contain a concept of the buildout design as a starting point for review.
- Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by SBH. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and or not subject to negotiation.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- Ownership of all data, material and documentation originated and prepared for SBH pursuant to the RFP shall belong exclusively to SBH and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection offered by the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or 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 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 secret is not acceptable and will result in rejection and return of the proposal.

c. Oral Presentation:

Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to SBH. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SBH will schedule the time and location of these presentations; however, it should be noted that oral presentations are an option of SBH and may not be conducted.

2) **SPECIFIC PROPOSAL REQUIREMENTS:**

Proposals should be as thorough and detailed as possible so that SBH may properly evaluate your capabilities to provide the required services. Contractors are required to submit the following items as a compete proposal:

- a. The return of the RFP cover sheet and addenda, if any, signed and filled out as required.

- b. Complete Data Sheet, included as Attachment "A" to the RFP, and other specific items or data requested in the RFP.
- c. A written narrative statement to include:
 - The experience of you and/or your personnel in the provision of professional design services.
 - The names, qualification and experience of personnel to be assigned to this project.
 - Resumes of staff to be assigned to this project.
- d. Specific plans for providing the proposed goods/services including:
 - A statement by the prospective Contractor of his/her understanding of the work to be done, including specific reference to the provisions in the scope section of this RFP.
 - A statement that the respondent will provide all design services with respect to this project (See Exhibit #1) as set out in this Request for Proposals.
 - List of the proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - The approximate date the work will begin and end.

I. COST OF RESPONDING:

All costs incurred by the Contractor in preparation of responses to this RFP, including presentations to SBH and/or for participation in an interview and/or site visit shall be borne in solely by the Contractor; SBH shall not be liable for any of these costs. At no time will SBH provide reimbursement for submission of a response to this RFP.

J. EVALUATION AND AWARD CRITERIA:

1) EVALUATION:

A firm will be selected in accordance with an evaluation and ranking with respect to the following criteria:

- a. Size of firm relative to size of project;
- b. Current workload and ability to complete work on the project within the time required;
- c. Special experience and qualifications
- d. Expertise and experience relative to this project (including recent similar projects of similar type designed and completed by respondent).
- e. Geographic location of firm relative to project;
- f. Number, type and value of current projects to include all recent projects in Southside Virginia.

Generally, the selection committee will consider the Contractor's overall suitability to provide the required services within the project's time, budget, and operational constraints, and it will consider the comments and/or recommendations of the Contractor's previous clients, as well as other references.

2) AWARD OF CONTRACT:

SBH shall engage in individual discussions with two or more Contractor's deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Contractors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage, the Board may discuss nonbinding estimates of fees for services. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, SBH shall select, in the order of preference, two or more Contractors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Contractor ranked first. If a contract satisfactory and advantageous to SBH can be negotiated at a price considered fair and reasonable, the award shall be made to that Contractor. Otherwise, negotiations with the Contractor ranked first shall be formally terminated and negotiations conducted with the Contractor ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should SBH determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Contractor. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor' s proposal as negotiated.

K. REPORTING AND DELIVERY REQUIREMENTS

Time is of the essence in the completion of services provided hereunder. Consequently, the Contractor must be capable of responding promptly to specific requests for service and shall be capable of rendering required reports following the completion of any design work. Generally, the capability to respond within one (1) week of a request for service and capability to render a report within two (2) weeks after completion of any necessary field investigation will be considered a sufficiently timely response. The anticipated project schedule will be:

- **Design/Buildout Concept** **3 Weeks**
- **Review** **1 Week**
- **Preliminary Design** **1 Week**
- **Review** **1 Week**
- **Design Development** **1 Month**
- **Review** **1 Week**
- **Buildout Documents** **6 Weeks**
- **Review** **1 Week**
- **Bid All Phases** **1 Month**

L. GENERAL TERMS AND CONDITIONS:

1) PROCUREMENT REGULATIONS:

This solicitation is subject to the provisions of purchasing regulations of SBH and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of these regulations is available for review at SBH's Administrative /Purchasing Office, located at 143 Industrial Parkway, Clarksville, Virginia or by calling the Purchasing Specialist at 434-572-6916, ext. 1509.

2) APPLICABLE LAW AND COURTS:

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.

3) COMPLIANCE | ANTI-DISCRIMINATION:

By signing this Proposal, the Contractor certifies that they are now 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.

Chapters 2.2-4300 all applicable sections (Virginia Public Procurement Act) of the Code of Virginia.

The Antitrust laws of the United States and the Commonwealth of Virginia.

In every contract over \$10,000, the provisions in a and b below apply:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex, or national origin 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.

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.

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.

b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or

vendor.

- c. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex, or national origin 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.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state such that the Contractor is an equal opportunity employer.

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.

- d. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- e. In the event the selected Contractor becomes privy to confidential information or Protected Health Information of SBH' clients, staff, contractors, etc. as a result of its work hereunder and/or by accessing SBH' premises, such Contractor agrees to hold any and all information confidential and not disclose such information to any parties whatsoever. The selected Contractor, its employees and contractors who will be on SBH's premises will be required to execute a Confidential Information Non -Disclosure Agreement.

4) ETHICS IN PUBLIC PROCUREMENT:

By submitting their proposals, Contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5) DEBARMENT STATUS:

By submitting their proposals, all Contractors certify that they are not currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent or any person or entity that is currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia.

6) CLARIFICATION OF TERMS:

If any prospective Contractor has questions about the specifications or the solicitation documents, the prospective Contractor should contact SBH representative whose name

appears on the face of the solicitation, no later than five days before the closing date. Any revisions to the solicitation will be made only by addendum issued by SBH.

7) PAYMENT TERMS:

The payment terms will be negotiated by SBH and the Contractor.

8) INVOICES:

Invoices for services ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. 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. Invoices shall be submitted by the Contractor to the attention of the Purchasing Specialist and mailed to PO Box 1478, Clarksville, Virginia 23927.

Unreasonable Charges. Under certain emergency procurement and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, SBH shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve SBH of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, Section 2.2-4363, Contractual Disputes).

9) ADDITIONAL INFORMATION:

SBH reserves the right to ask any Contractor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which SBH deems desirable.

10) TERMINATION FOR DEFAULT:

In case of default by the vendor for failure to deliver or perform services in accordance with the specifications or scope of work, SBH may procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs incurred. SBH will normally repurchase from the next low bidder or the next highest rated Contractor or purchase competitively by re-solicitation; however, if this is not practical because of restraints of time or availability, SBH may procure the goods or services from a vendor based solely on that vendor's capacity to deliver the required goods or services in the time frame required. If the repurchase results in increased cost to SBH, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the Contractor will be suspended from the mailing list for purchase solicitations for specified period of time or until the repayment has occurred, whichever occurs first.

The vendor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to the fault of negligence of the vendor. The burden of proof rests with the vendor.

11) ASSIGNMENT OF CONTRACT:

The contract shall not be assignable by the Contractor in whole or in part without the prior written consent of SBH.

12) PROTEST OF AWARD OR DECISION TO AWARD:

As provided in Chapter 2.2-4300 (Virginia Public Procurement Act) the following applies:

Any Contractor submitting a proposal in response to a solicitation may protest the award or decision to award a contract by submitting such protest in writing to the Executive Director of SBH which issued the solicitation no later than ten calendar days after the award is made or the notice of intent to award is posted, whichever occurs first. The written protest must be received in the Executive Director's office no later than 5:00 p.m., on the tenth day. If the tenth day falls on a weekend or official SBH holiday, the ten-day period expires at 5:00 p.m. on the next regular work day. The protest shall include the specific basis for the protest and the relief sought. The Executive Director shall issue a decision in writing within ten days stating the reason for the action taken. This decision shall be final unless the Contractor appeals within 10 days of the written decision by invoking the agency's appeal procedure, or institutes legal action. If the protest of any Contractor depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Contractor, or at such later time. No protest shall lie for a claim that the selected Contractor is not a responsible Contractor.

M. SPECIAL TERMS AND CONDITIONS

1) PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 180 calendar days following the proposal due date. At the end of the 180 days, the proposal may be withdrawn at the written request of the bidder. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

2) IDENTIFICATION OF PROPOSAL ENVELOPE:

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: NAME OF CONTRACTOR
STREET OR BOX NUMBER
CITY, STATE, ZIP CODE

For: RFP# **22020512627**

Due Date/Time: **27 June at 3:00 p.m.**

The envelope should be addressed as directed on Page 3 of this solicitation. If a proposal is not contained in a sealed envelope and so identified, the Contractor takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be mailed in the envelope.

3) **INSURANCE:**

By signing and submitting a bid or proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time work commences. The Contractor further certifies that it will remain maintain these coverages 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.

Workers ' Compensation: Statutory requirements and benefits.

General Liability: \$500,000 combined single limit. SBH is to be named as an additional insured with respect to the services being procured. These coverages are to include Premises /Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

Professional Liability (Design) - \$2,000,000 for each occurrence and \$6,000,000 in aggregate.

Automobile Liability: \$500,000 Combined Single Limit Employers Liability-\$1,00,000.00
During the period of the contract, SBH reserves the right to require the contractor to furnish certificates of insurance and /or copies of insurance policies.

4) **CANCELLATION OF CONTRACT:**

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5) **AVAILABILITY OF FUNDS:**

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

6) **AUDIT:**

The Contractor hereby agrees to retain all books, records, and any other documents relative to this contract for five (5) years after final payment, or until audited by SBH, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during sale period.

ATTACHMENT "A"
CONTRACTOR DATA SHEET
RFP #2205120627-DESIGN AND BUILDOUT SERVICES

1. QUALIFICATIONS OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ Years /Months.
3. REFERENCES: Indicate below a listing of at least five (5) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person SBH has your permission to contact.

<u>CLIENT</u>	<u>DATE</u>	<u>PERSON TO CONTACT</u> <u>ADDRESS</u>	<u>TELEPHONE NUMBER</u>

4. Contractor name, physical and mailing addresses, phone number, fax number and State of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal places of business, date business began and state in which organized.

Are you a subsidiary firm: __Yes __No. If yes, list the name and location of your parent affiliation:

5. Name and title of firm' s official to who further communication should be directed:

I certify the accuracy of this information:

Signed: _____ Title: _____

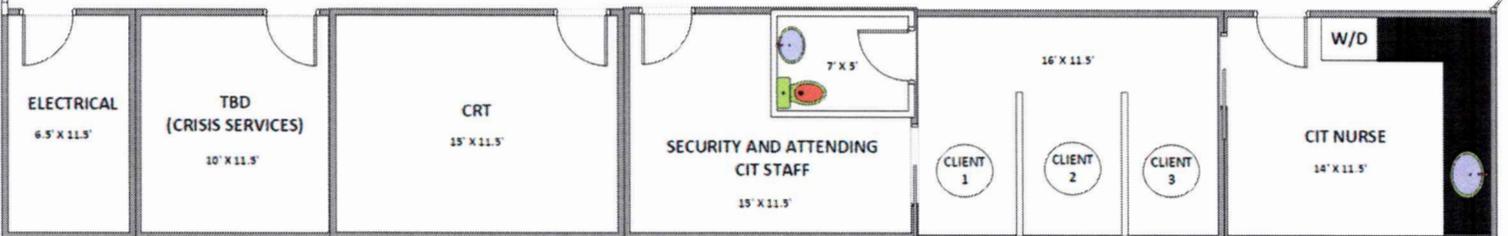
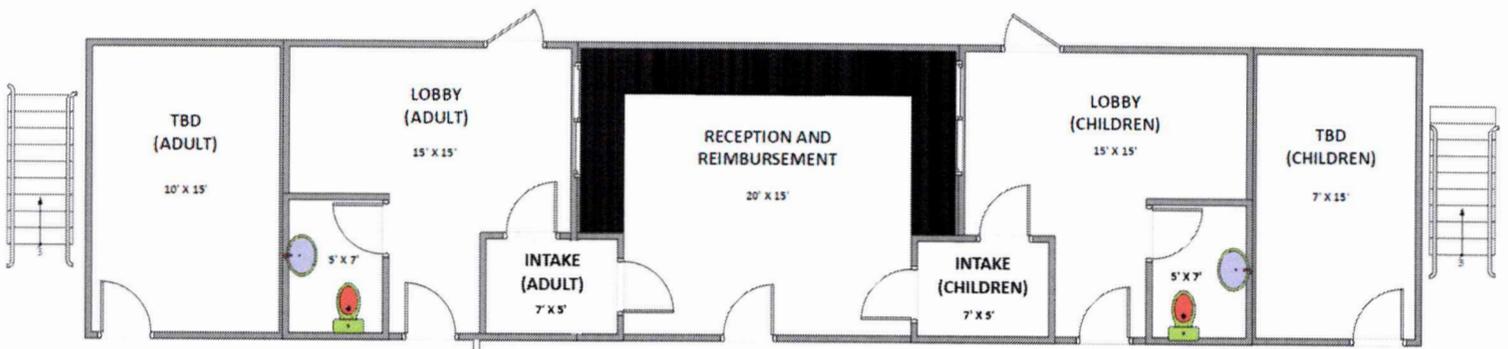


EXHIBIT #1