



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

Request for Proposals
Number A260127

for

Audit Services



RFP # A260127
Audit Services

Issuing Agency:

Colonial Behavioral Health
1657 Merrimac Trail
Williamsburg, VA 23185

Issue Date:

February 17, 2026

Due Date:

Proposals will be received until **March 16, 2026; 2:00 p.m., prevailing time.** Failure to submit proposals by the designated date and hour will result in disqualification.

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, two (2) copies, and an electronic PDF on a flash drive.

Contract Officer

Kisha Young, General Services Officer, MBA, VCA;
kyoung@colonialbh.org

Inquiries:

All questions regarding this RFP or the selection process must be submitted in writing to the Contract Officer. Deadline for Questions – March 7, 2026. Email submissions are preferred.

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 CBH4

2.0 PURPOSE4

3.0 SCOPE OF SERVICES.....4

4.0 REPORTING REQUIREMENTS6

5.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR6

6.0 PROPOSAL SUBMISSION REQUIREMENTS7

7.0 PROPOSAL SPECIFIC REQUIREMENTS9

8.0 PROPOSAL SCHEDULE10

9.0 FEES.....10

10.0 EVALUATION FACTORS.....10

11.0. SELECTION PROCESS.....10

12.0 AWARD OF CONTRACT11

13.0 NOTICES AND COMMUNICATIONS.....11

14.0 GENERAL TERMS AND CONDITIONS.....12

15.0 SPECIAL TERMS AND CONDITIONS.....14

16.0 METHOD OF PAYMENT15

ATTACHMENT A – PROPOSAL TITLE PAGE16

ATTACHMENT B – PROPOSAL SUBMISSION CHECKLIST.....17

ATTACHMENT C – PROPOSAL SIGNATURE SHEET18

ATTACHMENT D – COMPANY CERTIFICATIONS.....19

ATTACHMENT E – AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA20

ATTACHMENT F – PROPRIETARY INFORMATION21

THE TERMS “AUDITOR”, “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, developmental 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 **PURPOSE**

The purpose and intent of this Request for Proposal (RFP) is to enter into a contract with a qualified independent certified public accountant (hereinafter called the "Auditor") to perform financial audits of Colonial Behavioral Health and its component units ("CBH") for the fiscal years ending June 30, 2026, through June 30, 2029. These audits are required under § 37.2-501 B and C of the Code of Virginia (amended 2012), which mandates independent audits for operating boards, administrative policy boards, and policy-advisory boards. The contract may be renewed for up to two (2) additional one-year periods, if mutually agreed.

3.0 **SCOPE OF SERVICES**

- 3.1 Financial Audit - The Independent Auditor shall audit all funds and account groups of CBH in accordance with auditing standards generally accepted in the United States of America; standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of Subpart F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*; applicable pronouncements of Governmental Accounting Standards Board (GASB) and of the Financial Accounting Standards Board (FASB); and the *Specifications for Audits of Authorities, Boards and Commissions* issued by the Auditor of Public Accounts, Commonwealth of Virginia. The audit shall result in the preparation of financial statements from the audited records of CBH with the Auditors' opinion thereon or the rendering of the Auditors' opinion on the financial statements provided by CBH. The appropriate GAAP basis reporting model is the Enterprise Fund in accordance with the requirement of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*. The Independent Auditor should note that although CBH uses the Enterprise Fund method of accounting whereby revenue and expenses are recognized on the accrual basis for financial statement purposes, the general ledger is closed at the end of the fiscal year on a modified cash basis. The Auditors' opinion shall be expressed in the report and include his reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
- 3.2 The Independent Auditor also shall express an opinion as to the fair presentation of the combining, individual fund and individual account group financial statements in conformity with accounting standards generally accepted in the United States of America. The Auditor is required to provide an "in relation to" report on the supporting schedules and statistical tables based upon the audit of the financial statements.
- 3.3 The Auditor is not required to audit the schedule of expenditures of federal awards. However, the Auditor is to provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.
- 3.4 In connection with the audit of the financial statements, the Auditor shall perform tests of compliance in accordance with *Government Auditing Standards*; Subpart F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*; the

Specifications for Audits of Authorities, Boards and Commissions; GASB and FASB pronouncements; and other applicable standards. In connection with the audit of the financial statements, the Auditor shall perform tests of internal controls in accordance with Generally Accepted Auditing Standards (GAAS); *Government Auditing Standards*; Subpart F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*; and the *Specifications for Audits of Authorities, Boards and Commissions* produced by the Auditor of Public Accounts of the Commonwealth of Virginia. As applicable, the tests of internal controls should also include controls as they relate to Client (Patient) Funds and the validation of such funds that should be reported in the financial statements. Client (Patient) Funds include social security payments, disability payments, etc. that are made to CBH on behalf of clients and/or patients.

- 3.5 In connection with the audit of the financial statements, the Auditor shall also prepare and complete Form 990, *Tax Return of Organization Exempt from Income Tax*, as well as any similar forms and schedules required by the Commonwealth of Virginia. This requirement applies to both Colonial Behavioral Health and Colonial Community Services, Inc. (CCSI), which provides office and clinical facilities for Colonial Behavioral Health, a governmental unit of the Commonwealth of Virginia. The Auditor will be responsible for e-filing all required federal and state tax forms with the appropriate authorities.
- 3.6 SUBMISSION OF REPORTS: The firm shall provide CBH with 1 electronic and 10 paperbound copies of the financial statements and Auditor's report thereon and management letter including management responses no later than November 25, of each year. A copy of the financial report, including Auditor's reports on internal controls and compliance, must be submitted to the Auditor of Public Accounts no later than 90 days after the close of the fiscal year. In addition, a copy of the financial report, report on internal controls, and report on compliance must be submitted to each State agency that provided Federal funds to CBH.
- 3.7 STATE REQUIREMENTS: The Auditor should provide the following information for use by State agencies. This information should be reported as supplemental information in the financial statements. The Auditor should refer to the latest CSB Administrative Requirements issued by DBHDS for additional reporting requirements and disclosures. This guide can be found at the Department's web site at: <http://www.dbhds.virginia.gov/behavioral-health/office-of-support-services> under the CSB Community Contracting tab, labeled as CSB Administrative Requirements.
- 3.7.1 The Auditor shall consider Appendix B of the Administrative Requirements as it relates to Substance Abuse Prevention and Treatment.
- 3.7.2 The Auditor shall disclose the local tax dollar funding received by CBH specified by locality.
- 3.8 The Auditor should submit a management letter including management's response with each audit. The letter should offer suggestions for improvement in financial management and internal controls.
- 3.9 As guided by AICPA Auditing Standards Board Statement on Auditing Standard No. 117, *Compliance Audits*, the Auditor should exercise due professional care in understanding the type of engagement and also requiring that if during the audit the auditor becomes aware that CBH is subject to audit requirements which may not be encompassed in the terms of the engagement he or she should communicate to management and the audit committee or others with equivalent authority and responsibility that the audit may not satisfy the requirements.

4.0 **REPORTING REQUIREMENTS**

- 4.1 **REQUIRED REPORTS:** Based on the audit worked performed, the Auditor must issue the following reports.
- 4.1.1 A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
 - 4.1.2 A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*. This report will disclose any significant deficiencies or material weaknesses identified by the auditor. This report will also disclose any instances of noncompliance required to be reported under *Government Auditing Standards*. A summary of compliance matters will be included as a separate schedule.
 - 4.1.3 A report on compliance for each major program and on internal control over compliance required by Subpart F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. This report will disclose any material noncompliance with compliance requirements contained in Subpart F of 2 CFR Part 200. This report will also disclose any deficiencies in internal control over compliance that are considered to be material weaknesses that are identified.
 - 4.1.4 A schedule of Findings and Questioned Costs as required by Subpart F of 2 CFR Part 200, including the status of findings from the most recent audit period.
 - 4.1.5 A letter communicating any significant audit findings, including qualitative aspects of accounting practices, difficulties encountered in performing the audit, corrected and uncorrected misstatements, disagreements with management, management representations, and other audit findings or issues.
 - 4.1.6 Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Chairman of the Community Services Board, the Executive Director of the Community Services Board, the Director of Finance of the local government serving as fiscal agent of the Board, and the Commissioner of the Department of Behavioral Health and Developmental Services.
 - 4.1.7 The Independent Auditor APA Form 110 – Joint Activity Element Form for submission to the APA by November 25 of each year.
 - 4.1.8 The Auditor shall have drafts of the audit reports and recommendations to management available for review by CBH Executive Director and Governing Board by October 31.
 - 4.1.9 Entities that are considered component units should be included in CBH’s financial statements. These component units are to be audited as a part of the audit of CBH's financial statements.
 - 4.1.10 Report preparation, editing and printing shall be the responsibility of the Auditor

5.0 **ASSISTANCE TO BE PROVIDED TO THE AUDITOR**

- 5.1 **BOOKS OF ACCOUNT:** CBH represents that the books of account will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled at a mutually agreed upon date.

5.2 **SCHEDULES:** The staff of CBH will prepare the following information on forms acceptable to the Auditor.

- A final trial balance of each fund;
- A final trial balance of each subsidiary ledger;
- A schedule of federal program revenues, expenditures and beginning and ending balances by program;
- A copy of the final budget presented to the board for the audit period, the original budget ordinance for the audit period, and all amendments to the budget ordinance;
- A copy of all capital projects and all amendments thereto for all projects beginning during the period or not fully completed prior to the period;
- A schedule of insurance in force during the year and of insurance expense for the year;
- A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;
- A schedule of all capital outlays during the period;
- A schedule of all capital asset dispositions during the period;
- A schedule of accounts payable at statement date;
- Reconciliation of the final quarter's fringe benefit tax returns;
- Copies of all contracts with governmental grantor or grantee agencies;
- Copies of all other contracts in force at statement date of a material amount; and
- Such reasonable additional schedules as may be requested for financial audits.

5.3. **OTHER ASSISTANCE:** The staff of CBH and responsible management personnel will be available during the audit to assist the firm by providing information and explanation.

6.0 PROPOSAL SUBMISSION REQUIREMENTS

6.1. To be considered for selection, Firms must submit a complete response to the RFP in either hard copy, electronic format or both.

6.1.1 HARD COPY SUBMISSION

Firms must submit one (1) original proposal, clearly marked as such, two (2) copies to CBH, and an electronic PDF on a flash drive. Proposals should be bound or contained in a single volume where practical; 3-ring binders are not acceptable. All proposals must be submitted in a sealed envelope and delivered via FedEx, United States Postal Service (USPS), UPS, or hand delivery to the General Services Officer.

Envelopes shall be marked with the following information:

- Name and Address of Offeror
- Due Date – March 16, 2026, 2:00 p.m. prevailing time
- RFP Number – A260127
- RFP Title – Audit Services

The envelope should be addressed to:

Attn: Kisha Young – General Services Officer
Colonial Behavioral Health
1657 Merrimac Trail
Williamsburg, VA 23185

If the proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened, and the information compromised which may cause the proposal to be disqualified.

6.1.2 ELECTRONIC SUBMISSION

Electronic proposal submissions will be accepted via on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). If you have trouble submitting through the eVA platform, the only other option is Hard Copy Submission.

- 6.2. 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 Firm's responsibility to check for Addenda prior to the proposal due date and time to ensure that all Addenda are received.

All Firms 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.

- 6.3. ORAL PRESENTATION: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to CBH. This will provide an opportunity for the offeror to clarify or elaborate on the proposal but will in no way change the original proposal. CBH will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted; therefore, proposals should be complete.

- 6.4. QUALIFICATIONS OF THE PROVIDER: Colonial Behavioral Health may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work. CBH reserves the right to inspect the facilities of the Contractor at any time during the contract period. The offeror shall furnish CBH all such information and data for this purpose as may be requested. CBH further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy CBH that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

COMPLIANCE WITH RFP REQUIREMENTS: Ownership of all data, materials and documentation originated and prepared for CBH pursuant to the RFP shall belong exclusively to CBH and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

All requested information must be included in the proposal. Failure to provide required information may result in a request for prompt submission of missing items, a reduced evaluation score, or rejection of proposals that are substantially incomplete or lack key elements. Mandatory requirements, those required by law, regulation, or essential to the engagement, cannot be waived and are not subject to negotiation.

Failure to comply with any requirement of this RFP may result in rejection of the proposal. Telegraphic or facsimile submissions will not be accepted. Nothing in this RFP is intended to exclude any responsible offeror or to restrict competition; all responsible offerors are encouraged to submit proposals. Offerors shall not distribute their proposals beyond the submission required by this RFP.

7.0 **PROPOSAL SPECIFIC REQUIREMENTS**

- 7.1 To facilitate the analysis of proposals, Firms must prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal MUST be organized in the following order and minimally contain the following information:

- **Table of Contents** – all pages are to be numbered;
- **Cover Letter** (executive summary) on company letterhead signed by the person with authority to enter any contract that may result from this RFP.
- **Firm Profile** – MUST INCLUDE –
 - History of the firm, including number of years in business, and size of firm.)
 - A copy of the Firm’s most recent peer review.
 - Provide at least three (3) references, including the name, address, and telephone number of a contact person for each reference.
- **A statement by the prospective Auditor that:**
 - The firm is independent of Colonial Behavioral Health as that term is defined by the Ethical Rules of the AICPA.
 - The firm and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia and the AICPA.
 - The firm has met the peer review standards of the AICPA and *Government Auditing Standards*.
 - The firm will provide adequate supervision on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for routine review by appropriate Auditors of the Federal and State governments.
 - Staff assigned to the audit has met the continuing education requirement required by the *Government Auditing Standards* issued by the Comptroller General of the United States.
- **Key Personnel/ Staffing** - MUST INCLUDE –
 - A statement by the prospective Auditor of their understanding of the work to be performed, including specific reference to the provisions in the Scope of Services section of this RFP, with descriptions of the audit approach and illustrations of the procedures to be employed.
 - The approximate date the audit will begin (including preliminary fieldwork) and end, as well as approximate dates for delivery of the financial statements and/or Auditor's reports.
 - Biographies including experience, education, professional designation, and professional affiliations of the individuals who will be assigned to the engagement. Also include relevant experience of each in auditing community services boards, municipalities, Federal funds, and recent continuing professional education of each.
- **Attachment A:** Proposal Title Page
- **Attachment B:** Proposal Submission Checklist
- **Attachment C:** Proposal Signature Sheet
- **Attachment D:** Company Certifications
- **Attachment E:** Authority to Transact Business in Virginia
- **Attachment F:** Proprietary Information
- **Vendor Confidentiality Agreement** –
(<https://www.colonialbh.org/media/msmnuugi/cbh-vendor-confidentiality-agreement.pdf>)
- **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 (if applicable)**

7.2 MEETINGS: Conferences between the Auditor, Colonial Behavioral Health employees and/or representatives of CBH should be scheduled by the selected Auditor before the preliminary work and at the end of the fieldwork. The purpose of the meetings is to keep CBH fully informed on the scope and progress of the audit. A draft of the final report shall be furnished to representatives of CBH for its comments by October 15, 2026.

8.0 PROPOSAL SCHEDULE

8.1. 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	February 17, 2026
Deadline for Questions	March 3, 2026
Proposals Due	March 16, 2026, 2:00 p.m. prevailing time <i>Late proposals are not accepted</i>
Discussions with Selected Offerors	April 3 – April 10, 2026
Award Date	April 21, 2026

9.0 FEES

Fees for services will be negotiated in accordance with the Competitive Negotiation provisions of the Virginia Public Procurement Act. The contract fee will be established as a fixed price. Fees for any additional services must be mutually agreed upon by the Independent Auditor and CBH.

10.0 EVALUATION FACTORS

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

- The skill, experience and training of the specified persons who will be performing the services requested.
- The Auditor's understanding of CBH's system of accounting obtained through prior experience or discussion with appropriate CSB officials.
- The prior experience and reputation of the Auditor in auditing governmental units similar to CBH.
- The Auditor's prior experience in auditing CSBs.
- Ability to complete the audit and submit the financial statements and Auditor's reports to the Department of Behavioral Health and Developmental Services by the required deadline.

11.0. SELECTION PROCESS

The selection process will be conducted in accordance with the Competitive Negotiation provisions of the Virginia Public Procurement Act. CBH will engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable based on their initial responses, with particular emphasis on professional competence, to provide the required services. Repetitive informal interviews may be conducted as necessary.

Offerors are encouraged to provide detailed information regarding their qualifications, relevant audit experience, and the expertise of key staff who will be assigned to this engagement. This RFP does not require submission of man-hour or cost estimates. Non-binding discussions of total fees may occur during the negotiation phase. All proprietary information submitted by offerors will be treated as confidential and will not be disclosed to the public or other competitors.

12.0 AWARD OF CONTRACT

- 12.1. Award shall be made to the responsive and responsible Firm 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 Firm's proposal. Further, CBH reserves the right to enter into a contract deemed to be in its best interest.
- 12.2. 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/>).

13.0 NOTICES AND COMMUNICATIONS

Notices and communications related to the Contract resulting from this RFP shall be sent by electronic means (e.g., email), in writing and delivered via mail (postage prepaid), commercial courier, or hand delivery. All notices related to contract award, modifications, renewals, and termination will be handled 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.

14.0 GENERAL TERMS AND CONDITIONS

A. Colonial Behavioral Health's Procurement Policy

This solicitation is subject to the provisions of **CBH's Vendor Manual** and any revisions which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office and on the CBH website at <https://www.colonialbh.org/media/htebxsmi/cbh-vendor-manual.pdf> ; Spanish Version <https://www.colonialbh.org/media/x0th1o21/cbh-vendor-manual-spanish.pdf>

B. Mandatory Use of CBH Forms, and Terms and Conditions

Failure to submit a proposal on the official Colonial Behavioral Health form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, CBH reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal.

C. Clarification of Terms

If any prospective offeror has questions about the specification of other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation, no later than 5 days prior to the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

D. 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. However, this shall not affect offers of discounts for payment in less than 30 days.

E. Default

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

F. Assignment of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of CBH.

G. Antitrust

By entering into a contract, the offeror conveys, sells, assigns, and transfers to CBH all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by CBH under said contract.

H. Anti-Discrimination

By submitting their proposals, all offerors certify to CBH that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginia With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

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, sex or national origin, 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.
 - 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.

Vendor Initial _____ Colonial Behavioral Health Initial _____

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.

I. **Debarment Status**

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

J. **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.

K. **Qualifications of Offerors**

CBH may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to CBH all such information and data for this purpose as may be requested. CBH reserves the right to inspect offeror's physical facilities regarding the offeror's capabilities. CBH further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy CBH that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

L. **Immigration Reform and Control Act of 1986**

By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

M. **Subcontracts**

No portion of the audit work shall be subcontracted without prior written consent of CBH. The Auditor will remain fully liable and responsible for all work done by any subcontractor and assure compliance with all requirements of the contract.

N. **Ethics in Public Contracting**

By submitting their proposals, all offerors certify that: (1) their proposals are made without collusion or fraud; (2) they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal; and (3) 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.

Tobacco-Free Requirement

The agency has a tobacco-free policy on all properties. Therefore, the use of display of tobacco products for the Contractor, its suppliers and/or subcontractors on the Agency property is strictly prohibited at all times, including days and/or hours when the Agency is not in session. This includes but is not limited to, outdoor areas of the Agency properties and personal or business vehicles on the Agency property.

All forms of tobacco are prohibited, including, but not limited to, cigarettes, cigars, pipes, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco, and any non-FDA approved nicotine delivery device.

“Smoke” or “smoking” means the carrying or holding of any lighted cigarette, cigar, or pipe of any kind; or any other lighted smoking equipment; or the lighting, inhaling, or exhaling of smoke from a cigarette, cigar, or pipe of any kind.

Vendor Initial _____ Colonial Behavioral Health Initial _____

15.0 SPECIAL TERMS AND CONDITIONS

A. OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for CBH pursuant to the RFP shall belong exclusively to CBH and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

B. INSURANCE

1. By signing and submitting a proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these 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 CBH reserves the right to require the contractor to furnish certificates of insurance for the coverages required by CBH and Commonwealth as indicated.

2. INSURANCE COVERAGES REQUIRED

- Worker's Compensation-Standard Workers' Compensation Policy.
- Broad Form Comprehensive General Liability--\$1,000,000 Combined Single Limit, with Colonial Behavioral Health named as additional insured.
- Automobile Liability--\$1,000,000 Combined Single Limit

NOTE: In addition to the above, various Professional Liability/Errors and Omissions coverages are required for those services indicated below. The limits are to be:

<u>Profession/Service</u>	<u>Limits</u>
• Accounting	\$1,000,000 per occurrence, \$5,000,000 aggregate

The Auditor's signature on this solicitation constitutes certification that if awarded the contract, the offeror shall obtain the necessary coverage as specified within ten (10) days of notification of award of the contract.

C. PROPOSAL ACCEPTANCE PERIOD

This proposal shall be binding upon the offeror for 60 calendar days following the proposal opening date. Any bid or proposal on which the offeror shortens the acceptance period may be rejected.

D. WORK PAPERS

The auditor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. CBH, its authorized agents, and/or State Auditors shall have full access to and the right to examine any of said materials during said period.

E. CANCELLATION OF CONTRACT

Colonial Behavioral Health 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 effect.

F. AVAILABILITY OF FUNDS

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

G. **EXTENSION OF CONTRACT**

This contract may be extended by CBH upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

H. **CHANGES TO THE CONTRACT**

CBH may order changes within the general scope of the contract at any time by written notice to the auditor. The auditor shall be compensated for any additional costs incurred as the result of such order and shall give CBH a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

16.0 **METHOD OF PAYMENT**

Interim billings shall not exceed 80% of the total fee. Final Payment will be made upon approval of the report by the Audit and Finance Committee of the Board of Directors of Colonial Behavioral Health.

Payment will be authorized following receipt of a valid invoice and completion of services according to the Scope of Services. 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 dcoe@colonialbh.org
ATTN: Executive Director
473 McLaws Circle
Williamsburg, VA 23185

Left intentionally Blank.

Vendor Initial _____ Colonial Behavioral Health Initial _____

ATTACHMENT B – 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 A. Proposal Title Page	_____
2. Attachment B. Proposal Submission Checklist	_____
3. Attachment C. Proposal Signature Sheet	_____
4. Attachment D. Company Certifications	_____
5. Attachment E. Authority to Transact Business	_____
6. Attachment F. Proprietary Information	_____
8. Vendor Confidentiality Agreement	_____
9. Initialed bottom of T&C pages 12-15.	_____
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 C – 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 D – 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 E – 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 F – 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