



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

Request for Proposal
Number A260605

for

Unarmed Security Guard Services



RFP #A260605
Unarmed Security Guard Services

- Issuing Agency:** Colonial Behavioral Health
1657 Merrimac Trail
Williamsburg, VA 23185
- Issue Date:** **June 24, 2026**
- Due Date:** Proposals will be received until **August 5, 2026; 2:00 p.m., prevailing time**. Failure to submit proposals by the designated date and hour will result in disqualification.
- Pre-proposal Tour** The Pre-proposal Tour will be held on Wednesday, July 15, 2026, beginning at 1:30 p.m. (NO late admittance) at 1657 Merrimac Trail, Williamsburg, Virginia, 23185, Building Two. Multiple sites may be toured, please be prepared to travel.
- 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, five (5) 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 – July 29, 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 CBH	4
2.0	PURPOSE	4
3.0	COMPETITION INTENDED	4
4.0	CONTRACTOR’S MINIMUM QUALIFICATIONS.....	4
5.0	SCOPE OF SERVICES.....	4
6.0	PROPOSAL SUBMISSION REQUIREMENTS	10
7.0	PRICING PROPOSAL REQUIRMENTS	13
8.0	EVALUATION CRITERIA.....	14
9.0	MISCELLANEOUS.....	15
10.0	SCHEDULE.....	15
12.0	GENERAL TERMS AND CONDITIONS.....	17
13.0	SPECIAL TERMS AND CONDITIONS.....	19
14.0	METHOD OF PAYMENT	20
	ATTACHMENT A- PROPOSAL SUBMISSION CHECKLIST	21
	ATTACHMENT B - COMPANY CERTIFICATIONS.....	22
	ATTACHMENT C- BREACH OF SECURITY VIOLATION NOTICE	23
	ATTACHMENT D- AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.....	24
	ATTACHMENT E- EXCEPTIONS TO THE RFP	25
	ATTACHMENT F – REFERENCE PAGE.....	26

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

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 intent and purpose of this Request for Proposals (RFP) is to potentially establish a contract with one qualified vendor to provide unarmed security guard services for the locations listed in accordance with the Scope of Services. Colonial Behavioral Health reserves the right to determine that no submission fully meets its needs and, in such case, to refrain from awarding a contract to any vendor.

3.0 COMPETITION INTENDED

It is CBH's intent that this Request for Proposals allow competition. It shall be the Contractor's responsibility to advise the General Services Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the General Services Officer no later than ten (10) days prior to the date set for acceptance of proposals. CBH does not discriminate against small, women-owned, and minority -owned businesses (SWaM) or faith-based organizations.

4.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

Colonial Behavioral Health (CBH) will only consider proposals from Contractors whose current company, operating under the same legal name, has been in continuous operation providing security guard services for a minimum of five (5) years. The Contractor must also demonstrate documented experience servicing multi-site facilities.

5.0 SCOPE OF SERVICES

The Contractor shall provide unarmed security guard services at all designated Colonial Behavioral Health facilities. The services shall include all necessary labor, supervision, equipment, tools, materials, and supplies required to furnish uniformed security personnel to perform assigned duties at Colonial Behavioral Health locations.

All security personnel shall be employees of the Contractor. The Contractor further agrees that all services shall be performed in accordance with generally accepted security industry practices, applicable laws and regulations, and the standards set forth in this RFP.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and industry standards. Additionally, the Contractor shall maintain effective communication with CBH's designated representative, promptly address service issues or deficiencies, and implement corrective actions as needed to ensure ongoing satisfaction.

CBH reserves the right to modify service locations, add or remove facilities, or adjust service levels as operational needs change.

5.1 DESCRIPTION OF PROPOSED SERVICES

5.1.1 Level of Responsibility

The Contractor shall provide uniformed, unarmed security guards to perform security services at all designated Colonial Behavioral Health (CBH) facilities. All security personnel shall be employees of the Contractor, and the Contractor shall be solely responsible for all wages, benefits, payroll taxes, insurance, and other employment-related obligations. Security personnel shall not be considered employees of CBH under any circumstances.

The Contractor shall ensure that all assigned security personnel perform services in accordance with generally accepted security industry practices, applicable federal, state, and local laws, and the requirements of this RFP.

5.1.2 General Duties and Performance Expectations

Security personnel shall support CBH in maintaining a safe and secure environment for staff, clients, visitors, agency property, and personal property through active monitoring, observation, deterrence, and response to security-related concerns. Guards shall respond promptly to incidents, emergencies, and potentially unsafe situations in accordance with established policies and procedures and shall immediately notify designated CBH staff as required.

Security personnel shall verbally report any unusual incidents as soon as practicable and shall complete written incident reports by the end of each shift. All reports shall be submitted in a timely, accurate, and professional manner.

Guards shall maintain a courteous, professional, and respectful demeanor at all times when interacting with staff, clients, visitors, contractors, and emergency responders. Any suspected illegal activity, safety concern, policy violation, or suspicious behavior, including activity involving CBH employees, shall be reported promptly and confidentially to designated CBH leadership and/or appropriate law enforcement authorities, as warranted.

5.1.3 Staffing, Qualifications, and Compliance Requirements

The Contractor shall:

- Provide security personnel who are at least twenty-one (21) years of age.
- Conduct and pay for all required background checks and drug screenings for all assigned personnel. Individuals convicted of any barrier crime as defined in Virginia Code § 19.2-392.02 shall not be assigned to CBH facilities. Personnel who test positive for illegal drug use shall not be assigned.
- Ensure all security personnel maintain First Aid, CPR, and AED certification at the Contractor's expense.
- Ensure all personnel complete CBH-required training, including but not limited to infection control, workplace violence prevention, and other agency-provided training modules (in-person and/or online).

Ensure that all assigned personnel are properly supervised by the Contractor at all times.

CBH reserves the right to approve or reject any security personnel assigned to its facilities.

Security personnel shall be unarmed. Weapons of any kind, including firearms or other instruments capable of deadly force, are strictly prohibited on CBH property.

5.1.4 Site Operations and Duties

Upon arrival, security personnel shall report to the designated CBH contact person (e.g., General Services Coordinator – Facilities, Crisis Services Leadership, or designee) to receive shift assignments, review operational concerns, and discuss any special circumstances requiring attention.

Security personnel shall conduct routine patrols of assigned buildings, grounds, parking areas, and common spaces at intervals sufficient to maintain awareness of facility activity and support a safe and secure environment. Duties shall include, but not be limited to, the following:

- Monitor, observe, and report disruptive, inappropriate, suspicious, or potentially unsafe behavior.
- Support CBH staff in maintaining a safe and therapeutic environment for clients, visitors, and employees.
- Provide a visible security presence intended to deter unauthorized activity, theft, vandalism, and other security concerns.
- Conduct routine interior and exterior security rounds.
- Monitor facility entrances, exits, parking areas, and surrounding grounds.
- Respond promptly to panic alarms, emergency notifications, and requests for assistance from CBH staff.
- Observe and report individuals who appear to be under the influence of drugs or alcohol, in distress, or exhibiting behavior that may present a safety concern.
- Monitor for accidents, property damage, security hazards, or maintenance concerns and report findings to designated CBH personnel.
- Observe and report suspicious, threatening, or violent behavior.
- Verify that doors, windows, gates, and other access points remain secure and report any deficiencies.
- Report lighting outages, damaged property, safety hazards, or other facility concerns.
- Assist with emergency evacuations, shelter-in-place events, and other emergency response procedures as directed by CBH staff.
- Document incidents, unusual occurrences, injuries, property damage, and other security-related concerns.
- Coordinate with law enforcement, fire personnel, emergency medical services, and other emergency responders when appropriate.

Security personnel shall remain visible and accessible throughout their assigned shifts. When not actively responding to incidents, conducting patrols, or performing assigned duties, security personnel may occupy designated monitoring locations as approved by CBH.

Security personnel may be required to provide escorts for staff, visitors, contractors, or emergency responders and may assist with controlled access for authorized vendors and contractors as directed by CBH.

At the conclusion of each shift, security personnel shall complete all required activity logs, incident reports, and other documentation and shall communicate any unresolved concerns to designated CBH staff.

Center for Support and Wellness (CSW) Specific Requirements

Security personnel assigned to the Center for Support and Wellness (CSW) shall demonstrate experience working in behavioral health, healthcare, crisis intervention, or similar environments. Preference may be given to personnel who have received training in trauma-informed care, verbal de-escalation, behavioral health awareness, and crisis intervention techniques.

CBH anticipates that CSW operations will require the presence of two (2) security personnel during designated operational periods. One (1) security officer may be assigned primarily to mobile patrols, facility coverage, and response to incidents, while the second (1) officer may be assigned to monitor video surveillance systems, access points, and communications. CBH reserves the right to adjust staffing assignments and responsibilities based on operational needs.

Security personnel shall monitor and utilize the facility's video surveillance system as part of their assigned duties. This includes observing facility activity, identifying potential security concerns, and promptly notifying designated CBH staff and/or emergency responders when necessary. All observations shall be documented and reported in accordance with CBH procedures.

Security personnel shall not conduct screening or wandings of clients, visitors, staff, contractors, or other individuals. Security personnel shall not search persons or personal belongings, collect or manage contraband, operate amnesty box procedures, or perform clinical functions, including restraint or other interventions requiring clinical licensure. These responsibilities remain solely with designated CBH staff or authorized clinical personnel.

Security personnel shall support CBH by observing, reporting, and responding to security-related concerns and shall immediately notify designated CBH staff of any situation requiring clinical intervention, escalation, or additional support.

CBH reserves the right to modify staffing assignments, service responsibilities, and operational requirements based on facility needs.

5.1.5 Communication and Emergency Response

Security personnel shall maintain continuous communication with designated CBH staff throughout each shift.

The Contractor shall provide security personnel with a dedicated cell phone or other approved communication device to facilitate immediate response to emergencies and operational needs.

Security personnel shall:

- Respond immediately to panic alarms, duress alarms, emergency notifications, and requests for assistance.
- Notify designated CBH personnel of all incidents requiring management attention.
- Coordinate with law enforcement, fire personnel, emergency medical services, and

- other emergency responders as necessary.
- Complete written incident reports before the conclusion of each shift.
- Participate in emergency drills and training exercises as requested by CBH.
- Assist with implementation of emergency response procedures, including evacuations, shelter-in-place events, medical emergencies, and behavioral health crises.

Security personnel shall immediately report any situation presenting a threat to life, safety, property, or facility operations.

5.2 DESCRIPTION OF LOCATIONS

Merrimac Campus

(1651, 1657, 1659) Merrimac Trail, Williamsburg, VA 23188

The Merrimac Campus is an active Colonial Behavioral Health facility that provides a broad range of behavioral health, substance use disorder, psychiatric, recovery, and community-based support services to individuals and families throughout the service area. Programs operated on the campus include Assertive Community Treatment (ACT), adult case management, Intensive Outpatient Programs (IOP), Medication-Assisted Treatment (MAT), outpatient counseling, psychiatric services, peer recovery services, mental health skill-building, and Opportunities Unlimited services, including Community Engagement and Group Day Services.

The campus also serves specialized populations, including military service members, veterans, their families, and pregnant and parenting women. Due to the variety of services provided and the volume of daily client, visitor, staff, and contractor activity, the Merrimac Campus operates in a high-traffic, publicly accessible environment. Security personnel shall be expected to routinely patrol and monitor all assigned buildings, grounds, parking areas, and common spaces to support a safe and secure environment.

The Center of Support and Wellness

2001 Galt Ln, Williamsburg, VA 23185

Facility Currently under construction and is anticipated to open in Fall 2026 and will operate as a 24/7 public accessible building. Access to the facility is currently restricted.

The Center for Support and Wellness (CSW) serves as a behavioral health crisis response facility providing Mobile Crisis, Marcus Alert coordination, Emergency Services, Crisis Receiving Center, Crisis Stabilization, and Crisis Intervention Team Assessment Center (CITAC) services. Individuals may present voluntarily or be referred by law enforcement, emergency medical services, hospitals, family members, or other community partners. Security personnel should anticipate interacting with individuals experiencing mental health crises, substance use-related concerns, emotional distress, or other behavioral health emergencies. Security services shall support a safe and therapeutic environment while maintaining appropriate boundaries between security and clinical functions.

All pricing submitted for the Center for Support and Wellness (CSW) shall be provided for evaluation, budgeting, and planning purposes only. Submission of pricing does not guarantee the award of services, establishment of service hours, selection of a specific staffing model, or authorization to perform any work. Colonial Behavioral Health reserves the right to modify service requirements, staffing levels,

schedules, and operational needs prior to contract award or during the contract term. No services shall be performed, nor shall any costs be incurred, unless expressly authorized by Colonial Behavioral Health through a fully executed contract, contract amendment, task order, or other written authorization.

5.3 APPROXIMATE SQUARE FOOTAGE

The following represents the approximate square footage for each location. These figures are provided for informational purposes only and may be subject to change based on operational needs. Contractors are encouraged to verify site conditions and dimensions as necessary to prepare an accurate proposal.

1651 Merrimac Trl	10,582
1657 Merrimac Trl (2 floors)	6,313
1659 Merrimac Trl (2 floors)	9,140
2001 Galt Ln	14,367

5.4 SCHEDULE

The Offeror shall provide surveillance and security services for Colonial Behavioral Health's real and personal property in accordance with the schedule and locations identified below.

Note: The schedule includes a facility that is currently under construction. Service requirements, coverage hours, frequency, and facility square footage may be modified as operational needs evolve. The Contractor shall be expected to accommodate reasonable adjustments to service locations, schedules, and staffing requirements in coordination with Colonial Behavioral Health.

The following represents the anticipated schedule for each location:

- Merrimac Campus; (1651, 1657, 1659) Merrimac Trail, Williamsburg, Virginia
Monday – Friday; 8:30 a.m. – 9:00 p.m.
- The Center for Support and Wellness; 2001 Galt Lane, Williamsburg, Virginia
To be determined (TBD)

5.5 HOLIDAY SCHEDULE

Services are expected to be performed on all scheduled service days except for the following holidays, unless otherwise approved or requested by Colonial Behavioral Health. The Contractor shall coordinate with CBH's designated representative regarding any necessary adjustments to the service schedule surrounding these holidays.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day

5.5.1 Additional Closures:

Colonial Behavioral Health may also close on other days throughout the year due to emergency events (e.g., inclement weather) or authorized agency-designated holidays. The Contractor will

be notified of such closures in advance whenever possible, typically at least forty-eight (48) hours prior to the scheduled service date.

5.6 INCLEMENT WEATHER:

The Contractor shall make every reasonable effort to provide security services whenever Colonial Behavioral Health is in operation. In the event the agency closes early due to inclement weather, hazardous driving conditions, or other emergencies, security services may be discontinued two (2) hours after the announced closure to allow sufficient time for employees, clients, and visitors to vacate the premises.

If the Contractor is unable to provide the required services for any scheduled shift or portion thereof, the Contractor shall deduct a prorated amount from the monthly invoice corresponding to the period during which services were not provided. The prorated deduction shall be calculated by dividing the monthly contract amount by the number of scheduled service days in the month and applying the resulting daily rate to each day services were not performed.

6.0 **PROPOSAL SUBMISSION REQUIREMENTS**

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

6.1.1 HARD COPY SUBMISSION

Contractors must submit one (1) original proposal, clearly marked as such, five (5) 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 – August 5, 2026; 2:00 p.m. prevailing time
- RFP Number – A260605
- RFP Title – Unarmed Security Guard 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 PROPOSAL ORGANIZATION

Offerors shall provide a detailed response like the following:

TAB 1 Administrative Information

- Title Page (Company Designed)
- Table of Contents (all pages numbered)
- Cover Letter on company letterhead signed by an individual authorized to bind the Offeror into any contract that may result from this RFP

TAB 2 Company Overview

- Legal name and address(es) of the Offeror
- Provide a brief history of the company, including years in business, ownership structure, and primary service areas.
- Describe the Offeror's experience providing unarmed security guard services for public sector, healthcare, behavioral health, or similar facilities.
- Include primary point of contact, management team and offices or locations that would support this contract.

TAB 3 Relevant Experience

- Describe at least three (3) contracts of similar size and scope performed within the past five (5) years.
- Include the client name, contract period, scope of services, staffing levels.

TAB 4 Technical Approach

- Describe the Offeror's approach to providing security services under this contract.
- Explain how personnel will monitor facilities, conduct patrols, respond to incidents, and document activities.
- Describe procedures for handling emergencies, disruptive behavior, safety concerns, and requests for assistance.

TAB 5 Staffing Plan

- Describe the proposed staffing model, including supervisory structure and lines of communication.
- Explain recruiting, hiring, screening, and retention practices.
- Describe procedures for addressing employee absences, vacancies, and emergency staffing needs.

TAB 6 Training & Qualifications

- Describe all training requirements for security personnel assigned to this contract.
- Provide information regarding de-escalation, crisis intervention, behavioral health, customer service, and emergency response training.
- Identify any certifications, licenses, or specialized qualifications held by assigned personnel.

TAB 7 Quality Assurance

- Describe the methods used to monitor employee performance and ensure service quality.
- Explain inspection procedures, performance evaluations, and corrective action processes.
- Describe how client complaints, concerns, and service deficiencies are addressed.

TAB 8 Communication & Reporting

- Describe the communication process between the Offeror, on-site personnel, and Colonial Behavioral Health staff.
- Provide samples of incident reports, activity logs, and other reporting tools utilized by the Offeror.

TAB 9 Transition & Implementation

- Describe the Offeror's plan for implementation and transition upon contract award.
- Include anticipated timelines, staffing activities, training, and startup procedures.

TAB 10 Licenses, Certification & Compliance

- Provide a list of all licenses, certifications, and professional credentials relevant to the services being proposed.
- Provide a copy of Offeror's current Commonwealth of Virginia Security License and Bonding certification (as required for the type of security services to be performed per Code of Virginia 9.1-138 through 9.1-150)

TAB 11 Required forms

The following documents must be completed and submitted

- Attachment A - Proposal Submission Checklist
- Attachment B - Company Certification
- Attachment C - Breach of Security Violation Notification
- Attachment D - Authority to Transact Business in Virginia
- Attachment E - Exceptions to RFP
- Attachment F- Reference Page
- Vendor Confidentiality Agreement
(<https://www.colonialbh.org/media/msmnuugi/cbh-vendor-confidentiality->

[agreement.pdf](#))

- Certificate of Insurance

TAB 12 Addenda & Additional Information
Signed addenda (if applicable)

Additionally Pricing Proposal
(Required) See section 7.0 for details.

7.0 PRICING PROPOSAL REQUIREMENTS

Offerors shall submit pricing information as part of their proposal using their own format or standard company proposal documents. However, all pricing submissions must include the following minimum elements in a clear and organized manner to allow for evaluation and comparison:

HOURLY RATES

- Fully burdened hourly billing rates for unarmed security guard services.
- Separate rates for regular hours, overtime hours, holidays, and any other applicable premium rates.

STAFFING COST BREAKDOWN

- Detailed pricing by position type (e.g., security officer, supervisor, relief staff, etc.).
- Identification of any differences in rates based on shift (day, evening, overnight) if applicable.

MONTHLY & ANNUAL COST ESTIMATES

- Estimated monthly cost based on the staffing model proposed in the Technical Proposal.
- Estimated total annual contract cost.

Incomplete or unclear pricing submissions may be deemed non-responsive.

Pricing shall be submitted separately from the technical proposal and will not be evaluated until completion of the technical evaluation process.

8.0 EVALUATION CRITERIA

CRITERIA	WEIGHT
<p>Technical Approach and Understanding of Services - The Offeror's demonstrated understanding of the scope of work and the unique security requirements associated with a behavioral health environment. Evaluation will include the Offeror's proposed staffing approach, deployment strategy, supervision, communication methods, incident response procedures, and ability to support a safe and therapeutic environment while maintaining appropriate boundaries between security and clinical functions.</p>	20 points
<p>Experience and Qualifications - The Offeror's experience providing security services in behavioral health, healthcare, crisis intervention, emergency services, social services, or similar environments.</p>	20 points
<p>Past Performance and References - Evaluation will consider client references, contract performance history, service reliability, responsiveness, professionalism, and the Offeror's ability to meet contractual obligations. Offerors must demonstrate successful performance on contracts of similar size, scope, and complexity.</p>	20 points
<p>Staffing Capacity and Organizational Resources - Evaluation will include staffing resources, contingency plans for absences and vacancies, management oversight, quality assurance measures, and the ability to provide consistent coverage and continuity of service.</p>	20 points
<p>Cost Proposal – Evaluators will consider overall value to CBH, including the proposed staffing model, hourly rates, and any additional costs associated with providing the required services. <i>While cost is an important factor, award will not necessarily be made to the lowest-priced Offeror.</i></p>	20 points
TOTAL	100 points

9.0 MISCELLANEOUS

A. Vendor Manual: Colonial Behavioral Vendor Manual is available for reference on the agency’s procurement webpage:

English: <https://www.colonialbh.org/media/htebxsmi/cbh-vendor-manual.pdf>

Versión en Español: <https://www.colonialbh.org/media/x0th1o21/cbh-vendor-manual-spanish.pdf>

10.0 SCHEDULE

EVENT	DATE
Issue RFP	June 24, 2026
Pre-proposal Tour	July 15, 2026
Last day to submit questions	July 29, 2026
Proposals Due AT 2:00 P.M. NO LATE PROPOSALS ACCEPTED!	August 5, 2026
Evaluation Period	August 6, 2026 - August 13, 2026
Discussions/Negotiations (if needed)	CBH reserves the right to conduct discussions and negotiations with one or more Offerors.
Anticipated Award	August 17, 2026
Anticipated Contract Execution	September 1, 2026

11.0 PRE-PROPOSAL SITE TOUR

Date: Wednesday, July 15, 2026

Time: 1:30 p.m. – approximately 4:30 p.m.

Colonial Behavioral Health (CBH) will conduct an optional pre-proposal site tour for Offerors interested in submitting a proposal for unarmed security guard services. Although attendance is optional, Offerors wishing to attend must RSVP in advance by emailing Kisha Young, Contract Officer, at kyoung@colonialbh.org.

No late arrivals will be admitted.

All attendees, including multiple representatives from the same organization, must sign in upon arrival.

Questions may be asked during the tour; however, to ensure a formal and equitable procurement process, all questions must be submitted in writing via email to the Contract Officer. Responses to substantive questions will be provided through a formal addendum, if applicable.

Offerors shall not:

- Take pictures or record videos.
- Interview staff, clients, visitors, or contractors.
- Remove documents or other materials from any CBH facility.
- Enter restricted areas without authorization.

Tour Schedule

Merrimac Campus

Time: 1:30 p.m. (prevailing time)

Location:

1657 Merrimac Trail (Building Two)
Williamsburg, VA 23185

Offerors shall report to Building Two and ring the doorbell for admittance. The tour will include all three buildings located on the Merrimac Campus.

Center for Support and Wellness (CSW)

Time: 3:30 p.m. (prevailing time)

Location:

2001 Galt Lane
Williamsburg, VA 23188

Offerors shall meet at the construction entrance. Access to the facility is restricted due to ongoing construction activities. Offerors shall not enter the construction site unless accompanied by authorized CBH staff or a designated representative.

Appropriate footwear is required. Open-toed shoes, sandals, and soft-soled footwear are prohibited. Work boots or other sturdy closed-toe footwear are strongly recommended.

Attendance at the CSW portion of the tour is at the Offeror's own risk. All attendees shall comply with site safety requirements and follow all instructions provided by CBH staff, construction personnel, and other authorized representatives. CBH reserves the right to deny access to any individual who fails to comply with safety requirements or whose attire is deemed unsafe for a construction environment.

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12.0 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 _____

13.0 **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 Offeror.

14.0 **METHOD OF PAYMENT**

Invoices shall be submitted directly to the following physical and/or email address:

Colonial Behavioral Health
ATTN: General Services
1657 Merrimac Trail
Williamsburg, VA 23185

Generalservices@colonialbh.org and kyoung@colonialbh.org

Vendor initial _____ Colonial Behavioral Health initial _____

ATTACHMENT A- PROPOSAL SUBMISSION CHECKLIST

By submitting this proposal, the Offeror agrees to provide the services described in RFP A260605 in accordance with all terms, conditions, and specifications contained therein, at the prices proposed.

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.

<u>DOCUMENTS</u>	<u>INCLUDED</u> <u>(x)</u>
Attachment A. Proposal Submission Page	_____
Attachment B. Company Certifications	_____
Attachment C. Breach of Security Notification	_____
Attachment D. Authority to Transact Business	_____
Attachment E. Exceptions to the RFP	_____
Attachment F. Reference Page	_____
Initialed bottom of pages 17-20	_____
Vendor Confidentiality Agreement	_____
Certificate(s) of Insurance	_____

 Company Name – Print Telephone Number

 Address

 Email Address Fax Number

 Name – Print Title

 Signature Of Authorized Company Representative Date

ATTACHMENT B - 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, Offeror, 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 C- BREACH OF SECURITY VIOLATION NOTICE

BREACH OF SECURITY VIOLATIONS AND ASSOCIATED DAMAGES

The Contractor shall be responsible for maintaining the security of all CBH facilities while performing services under this Contract. Failure to comply with security requirements shall result in the assessment of damages as outlined below.

Each occurrence of a violation shall result in the corresponding deduction from the Contractor's invoice. These deductions are **pre-determined administrative damages** and are not penalties.

	Breach Violation	Deduction per Occurrence
1	Unsecured external door – any facility	\$125.00 per occurrence
2	Alarm code violation in which police are dispatched	\$ 75.00 per occurrence
3	Failure to arm security system	\$ 75.00 per occurrence
4	Unauthorized person in any facility	\$125.00 per occurrence
5	Unauthorized use of a badge or keys	\$125.00 per occurrence
6	Failure to report leaks, damage, etc. to CBH facilities	\$125.00 per occurrence

DETERMINATION OF VIOLATIONS

CBH shall determine the occurrence of a breach based on:

- Security system records
- Incident reports
- Facility inspections
- Law enforcement notification (if applicable)

CBH's determination shall be **final unless the Contractor provides documented evidence to dispute the finding within five (5) business days** of notification.

NOTIFICATION AND INVOICE DEDUCTIONS

CBH will notify the Contractor in writing of each violation. Deductions may be applied to the next available invoice or any subsequent payment due.

Repeated violations may be considered a failure to perform and may result in additional remedies, including termination for cause.

ACKNOWLEDGMENT

By signing below, the Contractor acknowledges and agrees to the breach of security requirements and associated administrative damages as outlined herein.

Signature of Contractor

Date

ATTACHMENT D- 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 – REFERENCE PAGE
 MUST BE FOR EQUIVALENT SERVICES**

	Reference #1	Reference #2	Reference #3
Scope of work			
Contract Amount			
Contract Completion Date			
Contract Duration			
Facility Owner's Name			
Facility Owner's Phone			
Facility 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 F.

Name – Print

Title

Signature

Date