



2241 LANGHORNE ROAD – LYNCHBURG VA 24501 - OFFICE (434) 847-8050, FAX (434) 455-3431

Request for Proposal

Proposal Title: Real Estate Brokerage Services

RFP Number: 13817

About US

Horizon Behavioral Health, a political subdivision of the Commonwealth of Virginia, is the premier provider of mental health, substance use and intellectual disability services in Central Virginia. Horizon's mission is to support and promote the health, independence and self-worth of individuals and families in Central Virginia by providing a continuum of community-based treatment, prevention, early intervention, and aftercare services for persons affected by mental health, intellectual disabilities, substance use and co-occurring disorders.

Our vision is to provide behavioral healthcare services that are accessible, consumer-centered, cost effective, and outcome-based.

WE VALUE:

- Each individual and family's right to participate in decisions affecting his or her life.
- Each individual and family's right to be safe from harm.
- Providing timely services in the least-restrictive setting which are accessible, affordable, efficient and adaptable to an individual's need.
- Developing and retaining a well-trained and culturally diverse staff.
- Evaluating our services regularly as they relate to client and community needs.
- Working cooperatively with other agencies and organizations to provide our community with fully integrated services.

CONFIDENTIALITY:

Horizon Behavioral Health adheres to the strictest standards of confidentiality of information pertaining to employees and to any individuals receiving services. Further, the agency is bound by federal and state regulations and laws regarding client confidentiality. These regulations include the authority of the Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 164, and 142 (HIPAA); Federal Law 42 CFR Part 2, (confidentiality of alcohol and drug abuse records); and Title 37.1-84.1, Code of Virginia (Virginia Privacy Act).

All Horizon site reviewers, contractors, vendors, employees, volunteers, trainees, students, and committee members are ethically and legally bound to maintain the confidentiality of all information pertaining to clients and other recipients of services.

DOCUMENTS:

1. This solicitation consists of three documents: Introduction page (this document)
2. Schedule A: Description of Product/Services required
3. Schedule B: Bid Procedure



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Schedule A: Description of Product / Services Required

OBJECTIVE

Horizon Behavioral Health (HBH) requires commercial real estate brokerage services to assist with the acquisition and / or disposition of real estate.

SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors shall submit a proposal demonstrating their capability for rendering the following prescribed tasks:

Typical services the broker shall perform may include, but are not limited to, the following:

1. Advertising and listing property,
2. Assisting with disposing of real property,
3. Developing strategies for sale/leasing of properties,
4. Negotiating with buyers/lessee on behalf of Horizon Behavioral Health,
5. Coordinating real estate transactions and closings,
6. Performing market analysis and developing pro forma analysis and reports,
7. Due diligence, including market studies, and
8. Handling all other customary activities and services associated with real estate transactions.

Mandatory Requirements:

1. Demonstrated experience with commercial real estate disposition and / or acquisition
2. Compliance with all applicable terms of this RFP and the subsequently negotiated contract
3. Compliance with all applicable standards of the associated profession
4. Compliance with all applicable Federal, State and local laws

Specifications and Qualifications:

The resulting contract will require that the broker possess an active, valid Broker's License issued by the Virginia Real Estate Board, pursuant to Title 54.1, Chapter 21 of the Code of Virginia throughout the term of the contract. Offeror shall maintain any continuing educational requirements as necessary. Failure to maintain an active, valid Broker's License throughout the term of the contract shall be sufficient cause for immediate termination of the contract for cause. If the Offeror is unable to demonstrate that it possesses an active, valid Broker's license at any time during the contract, Horizon Behavioral Health may terminate the contract for cause. Failure on the part of an Offeror to demonstrate that it possesses an active, valid Broker's License shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

PREPARATION OF PROPOSAL

Proposals must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals need not be extensive, but should convey enough information for HBH to evaluate the ability of the Offeror to provide the requested goods and/or services.

Offerors should organize their proposals using the format described below:

1. Title Page

Furnish the first page of the **Schedule B: Bid Procedure** document as page one of the proposal, with Offeror's information completed in the section provided. The name stated on this page must be the full legal name of the Offeror and the address indicated must be that of the office which will have the responsibility for the services provided.

2. Offeror Experience

Include a statement of the Offeror's experience in providing the services stated in the Scope of Services, including;

- History of the offeror and qualifications to undertake this project.
- A list of personnel who would be assigned to the project and their direct relationship in coordinating proposed services, include individual's related experience, project team role and time commitment of each member.
- If any subcontractor broker will be used, they should be identified and their qualifications included in the proposal response.
- Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts.

3. Project History

Provide a list of three clients for whom similar services have been provided and dates when the services were provided. Include client names, addresses, telephone numbers, facsimile numbers if applicable, description of type of services performed, and person HBH may contact.

4. Fee

Provide proposed pricing and payment terms and structure.

PROPOSAL EVALUATION CRITERIA

HBH will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

1. Evidence of satisfactory performance of broker services
2. Proven experience in brokering commercial and industrial properties
3. The skill, experience, and training to provide services in a confidential, timely, organized and professional manner with sufficient qualified staffing necessary to keep adequate records and meet deadlines and time schedules as required
4. Pricing and payment terms/structure
5. Resumes, professional experience and professional licensure of principal(s), project manager(s) and other professional staff who will be working for the Offeror in the provision of said services

The selection process will be in accordance with the Virginia Public Procurement Act, which stipulates that Request for Proposals be processed as follows:

HBH shall choose two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Informal interviews will be held to allow firms to elaborate on their qualifications and performance data or staff expertise. Estimates of man-hours or cost for services discussed during those interviews will be non-binding.

At the conclusion of the discussions, on the basis of the evaluation criteria listed in this Request for Proposal and all information developed in the selection process to this point, HBH shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, with the offerors we rank based upon our weights. If a contract is satisfactory and advantageous to HBH that can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If not, we will elect to cancel the RFP and re-solicit at a future date if we deem necessary. Note that the award does not need to be made to the Offeror with the lowest price, as long as it is determined to have the "best" overall proposal that meets/exceeds our requirements.

Should HBH determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

CONTRACT AWARD AND DEVELOPMENT

The Competitive negotiation method of selection will be used to determine the most qualified offeror among those submitting proposals. Proposals will be evaluated in accordance with the "proposal evaluation criteria" in the RFP.

The content of the RFP and the successful offeror's proposal will become an integral part of the contract, but may be modified by provisions of the contract. Offerors must be amenable to inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of proposals and in subsequent contractual action

CONTRACT TERM

The initial term of the contract shall be for two years, contingent upon satisfactory contract performance, with the option to extend the contract for two periods of two additional option years upon mutual agreement of both parties for a total of six years.

Any extension to continue providing these services shall be based on the same terms and conditions as the original contract.



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Schedule B: Bid Procedure

Proposal Title: Real Estate Brokerage Services

RFP Number: 13817

Issue Date: May 25, 2022

Close Date: June 3, 2022, 5:00 PM EST

Submission – Submit Proposals by mail, ground delivery, or hand deliver to Horizon Behavioral Health, Procurement Department at the address indicated at the top of this page.

Inquiries – Direct all inquiries in writing, either via e-mail to purchasing@horizonbh.org or by postal mail to Horizon Behavioral Health, Procurement Department at the address indicated at the top of this page. All inquiries must be received no less than 48 hours prior to the close of the RFP. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to the close date noted above; however, only the name of the Offeror responding will be available for announcement. Proposals must include this page with appropriate information completed. Proposals received after the stated due date and time shall not be considered and will be returned to the Offeror. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from Horizon’s Procurement website:

<https://www.horizonbh.org/about-us/business-opportunities-notices/>

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on the following page for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____

Date: _____

Address: _____

Phone: (____) _____

E-mail address: _____

Name, Title _____

Signature: _____

I acknowledge receipt of schedule A and schedule B documents associated with this request: _____

SUBMISSION OF PROPOSALS

- A. An original (1), so marked, and (2) copies, so marked, for a total of (3) of the proposal document are required. Horizon Behavioral Health (HBH) will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, HBH will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for HBH to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable, and any such proposals will not be considered.
- B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction 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 the materials and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary, nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- E. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with HBH.
- F. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting offeror in connection with its proposal; and that it has 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.
- G. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- H. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by HBH, or in a procurement involving federal funds, by the Federal Government.
- I. By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligations and that they will not make any claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. Administrative Appeals Procedure: In the event of a protest or appeal, HBH will adhere to the guidelines specified by the Virginia Public Procurement Act.

GENERAL TERMS

- A. Offerors who submit a bid in response to this RFP may be required to give an oral presentation of their bid to HBH. This will provide an opportunity for the offeror to clarify or elaborate on the bid. HBH will schedule the time and location of these presentations. Oral presentations are an option of HBH and may not be conducted. Therefore, proposals should be complete.
- B. No member of the governing body, officer, or employee of HBH during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

- C. HBH reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Offeror. HBH reserves the right to contract with offerors not party to the resultant contract for similar work if it determines this to be in their best interest.
- D. HBH 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 HBH all such information and data for this purpose as may be requested. HBH reserves the right to inspect offeror's physical facility prior to award to satisfy questions regarding the offeror's capabilities. HBH further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy HBH that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. HBH will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of HBH.
- F. It is understood and agreed between the parties herein that HBH 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. By signature on this solicitation, offeror certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986
- H. By written notice to the Contractor, HBH may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- I. If the Contract involves patient care, the contractor will adhere to the standards set by HBH regarding quality assurance and participate with HBH in the systematic and ongoing monitoring and evaluation of patient care
- J. HBH reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- K. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- L. A contract shall not be assignable, in whole or in part, by the Contractor without the prior written consent of the Chief Executive Officer of HBH.
- M. Termination. Any subsequent contract may be terminated under the following circumstances.
 - a. HBH may terminate immediately if federal, state or local funds, granted to HBH, are permanently revoked, terminated, or materially reduced by the funding agencies during the contract period. In this situation, any and all of the obligations of Horizon and the Contractor shall immediately cease. Horizon agrees to compensate the Contractor for services performed under this contract prior to the date of actual termination.
 - b. HBH reserves the right to cancel any subsequent contract at any time HBH, in its sole discretion, deems it to be in the agency's best interest to do so. For termination without cause, HBH will notify the contractor in writing thirty (30) days in advance of the contract termination date. Termination with cause will be effective immediately and without advance notice. Horizon agrees to compensate the Contractor for services performed under this contract prior to the date of actual termination.
- N. Confidentiality: The Offeror acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to HBH. Therefore, except as required by law, the Offeror agrees that its employees will not:
 - a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
 - b. Access or attempt to access information beyond their stated authorization.
 - c. Disclose to any other person or allow any other person access to any information related to HBH 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 Offeror understands that HBH or others may suffer irreparable harm by disclosure of proprietary or confidential information and that HBH may seek legal remedies available to it should such disclosure occur. Further, the Offeror understands that violations of this provision may result in Contract termination. The Offeror further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the prior written consent of the Chief Executive Officer of HBH, or their designee, and then only in strict accordance with prevailing laws. The Offeror shall hold all information provided by HBH as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

HBH understands that certain information provided by the Offeror during the performance of this Contract may also contain confidential or proprietary information. Offeror acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- O. Drug Free Workplace: In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Offeror agrees to
- i. provide a drug-free workplace for the Offeror's employees;
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that such Offeror maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-offeror or vendor.

Successful Offeror shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on HBH premises or distribute it to HBH employees.

Successful Offeror understands that a violation of these prohibitions constitutes a breach of the contract and that HBH has the right to cancel the contract. For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- P. Nondiscrimination: By submitting their proposal, the Offeror certifies to HBH that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 11- 51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance. During the performance of the contract, the Offeror agrees as follows:
- a. The Offeror 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 broker. The broker agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Offeror 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.