

# CONSTRUCTION OF THE Alleghany Highlands Community Services Substance Use Expansion

ACCEPTANCE DATE: Prior to 4:00 p.m., February 12, 2025, E.S.T.

IFB NUMBER: OAA2025

ACCEPTANCE PLACE: Alleghany Highlands Community Service  
Attn: Darcie McCraw  
205 East Hawthorne Street  
**Procurement Bids and Proposals Drop Box**  
Covington, Virginia 24426

Due to security and HIPPA restrictions, public access to AHCS facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 205 East Hawthorne Street, Covington, Virginia 24426 between the hours of 9:00 a.m. and 5:00 p.m.

ALL HAND DELIVERED AND MAILED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 P.M. Bids will be opened and announced by the Procurement Division staff at 4:15 p.m. (E.S.T.) on the Acceptance Date.

Please contact the Contracting Officer, Patty Flanagan, with any questions regarding this process. Bidders are strongly encouraged to check the Agency's website routinely for updates.

**Please note a second IFB will happen in March of 2025 for a second project.**

The terms and conditions contained in this Invitation for Bid and in the Agency-Contractor Agreement are not negotiable.

## **PLEASE NOTE:**

- A. To obtain the plans and specifications for this Project, send an email to the [dmccraw@ahcsb.org](mailto:dmccraw@ahcsb.org) and the Agency will make them available via email.
- B. **Bid Forms.** Bid forms may be downloaded from the Agency's web site: <https://www.ahcsb.org/> and are included in this packet.
- C. **Pre-Bid Conference.** A pre-bid conference will be held in person on January 29, 2025, at 1:30 p.m. at 311 S. Monroe Street, Covington, VA 24426 and is mandatory for all firms to view the building and for clarification of any questions on the plans and specifications.
- D. **The terms and conditions contained in this Invitation for Bid and in the Agency-Contractor Agreement are not negotiable.**

Requests for information related to this Invitation should be directed to:

Name: Darcie McCraw

Title: Point of Contact

(540) 965-2135 X107

E-mail address: [dmccraw@ahcbs.org](mailto:dmccraw@ahcbs.org)

This document can be downloaded from our web site: [www.ahcsb.org/](http://www.ahcsb.org/)

Issue Date: January 13, 2025

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .



# CONSTRUCTION OF AHCS SUBSTANCE USE EXPANSION

## 1.0 PURPOSE

The Intent of this Invitation for Bid is for the Alleghany Highlands Community Services Board (Agency) to obtain the services of a qualified General Contractor for the renovation of 313 S. Monroe Street and 320 E. Pine Street in Covington, Virginia. The existing building at 313 S. Monroe St. is 1-story and approximately 15,000 s.f., consisting of approximately 11,000 s.f. of finished / occupied space used for clinic and office space, and approximately 4,000 s.f. of unfinished open storage space with multiple raised floor levels (approximately 12" steps between levels). The existing building at 320 E. Pine St. is 2-story and approximately 4,800 s.f. per floor, with footprint dimensions of approximately 40' x 120', practically all being unfinished space and served by two stairways at opposite ends of the building. The two buildings share a common wall and there is approximately 5'-0" of elevation difference between the finished floor level of 313 S. Monroe and the lowest floor level of 320 E. Pine.

This IFB is to renovate the unfinished areas of the existing buildings, for use as additional clinic and office space, combining the two buildings to provide access flow between the them, as well as connecting the newly finished space to the existing clinic space. Connection between the two buildings shall include a new elevator access and stair access between the unequal floor levels. The floor of the 313 S. Monroe building shall be leveled to be flush with the existing offices. The entire building, including existing occupied space, will be provided with a new fire sprinkler system.

The new space will be used for clinic and meeting space for behavioral health services, most specifically for substance abuse treatment to include the following services: Peer Drop-In Center; Group Therapy / Meeting Rooms; Offices for AHCS staff and for traveling / visiting personnel such as IOP, drug court staff, etc.; Flex Rooms for use by parole officers, Revive training, A/A, etc. and also used for general training rooms; drug testing space with adjacent restrooms; pharmacy space; psych/telehealth space; kitchenette area; general restrooms; custodial/janitor space; I.T. space; and miscellaneous storage/closets.

Site Work under this Proposal is anticipated to be limited modifications to include: new entry steps/sidewalk and front entry of 320 E. Pine Street; new exit ramp at 320 E. Pine St.; and new sprinkler water service line extended from water main at street into building.

### 1.1

This project may be partially funded with state funding from:

- Virginia Opioid Abatement Authority

As a result, the awarded contract may be subject to further terms, conditions and reviews. The contract award and project start are contingent on both agencies' approval.

The Agency Construction Contract resulting from this IFB requires the

payment of **Prevailing Wage Rates**. Refer to Section 3.0 of this IFB.

## **2.0 COMPETITION INTENDED**

It is the Agency's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close. This solicitation is being issued in accordance with Virginia Code 2.2-4302.2 A. 4.

## **3.0 PREVAILING WAGE RATES**

Remuneration to any individual performing work on the Agency Construction Contract resulting from this IFB shall be at a rate equal to or greater than to the prevailing wage rate identified in Attachment 3 to this IFB.

1. The General Contractor awarded a Agency Construction Contract as a result of this IFB, and any sub-contractors hired by the General Contractor to perform Work on the Agency Construction Contract resulting from this IFB, shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting Agency Construction Contract at or greater than the prevailing wage rate identified in this IFB.
2. Any General Contractor or any subcontractor who employs any mechanic, laborer, or worker to perform Work under the Agency Construction Contract resulting from this IFB, at a rate that is less than the prevailing wage rate identified in this IFB (i) shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent accruing from the date the wages were due; and (ii) shall be disqualified from bidding on public contracts with any public body until the contractor or subcontractor has made full restitution of the amount described in clause (i) owed to such individuals. A contractor or subcontractor who willfully violates this section is guilty of a Class I misdemeanor.
3. After award of the Agency Construction Contract, the General Contractor to whom such contract is awarded shall certify under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the Project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the Project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. The certification shall be sent to the Commissioner of Labor and Industry each pay period for the duration of the Project.

4. The General Contractor awarded an Agency Construction Contract as a result of this IFB, shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works Project is employed during each workday and week. The employer shall preserve these records for a minimum of six (6) years and make such records available to the Department of Labor and Industry within ten (10) days of a request and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.
5. No later than ten (10) days after the date of the Notice to Proceed, the General Contractor awarded an Agency Construction Contract as a result of this IFB and subcontractors performing on an Agency Construction Contract shall post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at any such places as are used by the Contractor or subcontractors to pay workers their wages. Within ten (10) days of such posting, a Contractor or subcontractor shall certify to the Commissioner of Labor and Industry its compliance with this subsection.
6. The General Contractor awarded an Agency Construction contract as a result of this IFB shall include the requirement in all subcontracts issued and require the same requirement to be inserted by all lower tier subcontractors in their subcontracts to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting Agency Construction Contract at or greater than the prevailing wage rate identified in this IFB.
7. Information regarding Prevailing Wage Rates and the Department of Labor and Industry Forms can be found at <https://www.doli.virginia.gov/prevailing-wage-law/>.

#### **4.0 BIDDER MINIMUM QUALIFICATIONS**

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All bidders must submit the documentation and information indicated below with their bid. Failure to provide any of the required documentation/information will be cause for bid to be deemed non-responsive and/or non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this Contract:

- 4.1 Debarment: By signing the Pricing Page contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the federal government. Bidders shall provide in their bid,

documentation related to all debarments that occurred within the last ten (10) years.

- 4.2 The Contractor submitting a bid shall not be disqualified from bidding for a violation of the Commonwealth of Virginia prevailing wage law.
- 4.3 Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:
  - Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractors license in your bid.
- 4.4 Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the bidder is capable of obtaining a performance and payment bond based on the bidder's estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in herein, in a manner similar to the notation provided below:

“As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.” This letter shall also state the bidder's per Project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.
- 4.5 Construction Supervisor. Bidder shall include in their bid that a designated construction supervisor will be on-site each day that work is performed. The cost for this service must be included in the bid.
- 4.6 Mandatory Pre-Bid Conference. All firms that wish to submit a bid are required to attend the pre-bid conference on January 29, 2025 at 1:30 p.m. at 311 South Monroe Street, Covington, VA 24426.
- 4.7 Service Coordination. The project is adjacent to the primary operational facility for the Agency. The hours of operation are Monday-Friday from 9:00-5:00 p.m. Bids must include a statement regarding scheduling of large machinery so that it does not impede delivery of services or access to our community or impedes the Agency's continued use of the premises. Additionally, construction processes in general shall not impede the Agency's continuous use of the premises, and any specific interruptions to electrical, plumbing, or mechanical systems, or any other specific construction processes that may impede the Agency's use of the premises, shall be coordinated with the Agency well in advance.

## **5.0 SPECIFICATIONS**

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Balzer and Associates, Inc. and dated January 13, 2025.

## **6.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

The General Conditions of the Construction Contract contained in Attachment 2 to this Invitation for Bid are incorporated into the Contract Documents.

## **7.0 DISCREPANCIES**

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the Agency in writing, not later than the date established in the Instructions to Bidders. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on [www.ahcsb.org](http://www.ahcsb.org). Failure to request such clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the Agency's.

## **8.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT**

All firms or individuals located or doing business in the City of Covington/ Alleghany County are required to be licensed in accordance with the City/County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in the City of Covington/ Alleghany County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the City Office of Commissioner of Revenue, telephone (540) 965-6352 or the County at (540) 863-6640.

## **9.0 PAYMENT OF TAXES**

All Contractors located or owning property in the City of Covington/ Alleghany County during the initial term of the Contract, or any renewal period shall assure that all real and personal property taxes are paid.

## **10.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Agency is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, AHCS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or



activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **11.0 ETHICS IN PUBLIC CONTRACTING**

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Agency. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

## **12.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED**

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. 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.
  - 2. 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.
  - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.
- B. 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.

### **13.0 DRUG-FREE WORKPLACE**

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 Contractor'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 behalf of the Contractor that the Contractor 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 subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **14.0 FAITH-BASED ORGANIZATIONS**

The Agency does not discriminate against faith-based organizations.

### **15.0 EXEMPTION FROM TAXES**

Pursuant to Va. Code § 58.1-609.1, the Agency is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the Agency for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction Project. The Agency and the winning bidder can coordinate on the Agency purchasing any large material costs and those savings of tax therefore passed on to the Agency. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

### **16.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS**

Within fifteen (15) calendar days after the effective date of the Agency – Contractor Agreement, the following bonds or security shall be delivered to the Agency and shall become binding on the parties upon the execution of the Contract:

- A. A performance bond satisfactory to the Agency, executed by a surety

company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the Agency, for the faithful performance of the Contract in strict conformity with the plans, specifications, and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and

- B. A payment bond satisfactory to the Agency, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the Agency, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the Agency, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the Agency at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the Agency to be unable to adequately secure the interests of the Agency, the Contractor shall within thirty (30) days after such notice from Agency to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to Agency. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the Agency provided reasonable justification can be provided by the Agency for its determination.
- F. The Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.
- G. The successful bidder's failure to furnish to the Agency acceptable bonds, within fifteen (15) days after the effective date of the Agency – Contractor Agreement shall be considered just cause for cancellation of the award and forfeiture of the construction contract bid security. In such event, the proposal guaranty shall become the property of the Agency, not as a penalty but in liquidation of damages sustained.

## **17.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS**

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the Agency Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall

be granted only upon a determination that the alternative form of security proffered affords the same protection to the Agency equivalent to the corporate surety bond.

## **18.0 CONSTRUCTION CONTRACT RETAINAGES**

The Contractor shall be paid ninety percent (90%) of the earned sum when payment is due, with no more than ten percent (10%) being retained to assure faithful performance of the Contract. After 50% of the project is complete, the amount to be retained can convert to five percent (5%.) All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

## **19.0 ESCROW ACCOUNT FOR RETAINED FUNDS**

Section does not apply.

## **20.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Agency pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Agency may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **21.0 USE OF STATE FUNDS**

This Agreement involves the expenditure or reimbursement of state funds and must comply with the standards set forth in the grant award contract. In the event of a conflict between the Terms and Conditions found in this Agreement and the state Terms and Conditions, the state Terms and Conditions shall prevail.

Compliance with Davis-Bacon Wage Rate is required for this project.

## **22.0 INSTRUCTIONS TO BIDDERS**

### **22.1 Preparation and Submission of Bids**

- A. Before submitting a bid, read the **ENTIRE** solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as required.

- C. All bids must be submitted to the Agency in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Agency prior to 4:00 p.m., local atomic time on the cover of this IFB. The time can be verified by visiting <https://time.gov> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the Agency's best interest. Bidders mailing their bids or using a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Agency by the time and date fixed for acceptance of the bids. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of bids. Bids or unsolicited amendments to bids received by the Agency after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids must be submitted via one of the following options:

US Mail to:

Alleghany Highlands  
Community Services  
Attn: Darcie McCraw  
205 East Hawthorne Street  
Covington, VA 24426  
Or

Hand delivered to:

Alleghany Highlands  
Community Services  
Attn: Darcie McCraw  
205 East Hawthorne Street  
Covington, VA 24426

or

Private carrier (UPS/FedEx) to:

Alleghany Highlands  
Community Services  
Attn: Darcie McCraw  
205 East Hawthorne Street  
Covington, VA 24426

Faxed and e-mailed bids will not be accepted.

Please note: Bidders choosing to submit bids via US Mail or UPS/FedEx should allow at least an additional forty-eight (48) hours in the delivery process to ensure bids are received on time.

**NOTE: Bids delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that the requirement is removed from the package to avoid delays or rejection of the package.**

**ALL BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building location or after 4:00 P.M. Failure by a bidder to address and label their bids in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.**

**Failure by a bidder to address and label their bid in accordance with the requirements of this section may result in the bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.**

- H. Each firm shall submit **one (1) original** of their bid and **one (1) electronic copy (in a single PDF format) on a USB flash drive** to the Agency as indicated on the cover sheet of this Invitation for Bid.
- I. A mandatory pre-bid conference will be held at 311 S. Monroe Street, Covington, VA 24426 on January 29, 2025 at 1:30 p.m.

## 22.2 Questions and Inquiries

Questions and inquiries will be accepted in writing (email) only, from any and all bidders at [dmccraw@ahcsb.org](mailto:dmccraw@ahcsb.org). Unauthorized contact with other AHCS staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening, and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. February 4, 2025**. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from [www.ahcsb.org](http://www.ahcsb.org).

## 22.3 Prevailing Wage Rate Request for Additional Classifications

Bidders' requests for additional Prevailing Wage Rate classifications shall be submitted to the Contracting Officer not later than fifteen (15) days after the Issue Date of this IFB on the Virginia Department of Labor and Industry, Request for Additional Wage Classification Form. Bidder shall complete the form, provide sufficient supporting documentation to allow the Virginia Department of Labor and Industry to render a decision and sign. Any requests for additional information from the Virginia Department of Labor and Industry shall be provided to the Contracting Officer with seventy-two (72)

hours of receipt. Requests for additional Prevailing Wage Rate classifications received after fifteen (15) days from the Issue date of this IFB will not be responded to.

22.4 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Agency prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Terms and Conditions or submitting additional terms and conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

22.5 Inspection of Site

The property will be available for inspection only at the mandatory pre-bidders conference.

22.6 Firm Pricing for Agency Acceptance

The bid price must be firm for Agency acceptance for a minimum of one hundred and twenty (120) days from the bid opening date.

22.7 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

22.8 Authority to Bind Firm in Contract

Bids MUST give the full firm name and address of the bidder. Failure to manually sign bid may disqualify it. The person signing the bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the Agency requires that a

corporate document authorizing him/her to sign be submitted with bid.

22.9 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw its bid within (2) two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

22.10 Subcontractors

Please refer to Article 4: Subcontractors, of the Agency *General Conditions of the Construction Contract*. See Attachment 2 of this IFB.

22.11 Late Bids

LATE bids will be returned to the bidder UNOPENED.

21.12 Rights of Agency

The Agency reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Agency. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

22.13 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement, for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted.

22.14 Vendor Preference in Tie Bids

The Agency all other departments making purchases of goods, services, and construction shall give preference to goods, services, and construction sold by City of Covington/Alleghany County and the Commonwealth of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

22.15 Anti-Trust Violations

Tie bids may cause rejection of bids by the Agency and/or prompt an investigation for anti-trust violations.



#### 22.16 Basis for Award

A contract award will be made to the lowest quantified/bona fide responsive and responsible bidder and note that bids will be quantified once received to ensure the apparent low bidder has met all project and bid qualifications.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

#### 22.17 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the Agency reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest quantified/ bona fide responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

#### 22.18 Notice of Award

A Notice of Award will be posted on the Agency's web site ([www.ahcsb.org](http://www.ahcsb.org)) on February 12, 2025 upon opening and qualification verification.

#### 22.19 Protest

Bidders may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Department of Finance.

#### 22.20 Construction Contract Bid Security

Bid security is required for this Project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Agency. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

The apparent low bidder's Contract Bid Security shall be subject to forfeiture if the apparent low bidder withdraws his bid prior to award or fails to sign and return the Agency – Contractor Agreement. The Contract Bid Security shall be forfeited according to the forfeiture provisions in Code of Virginia (§ 2.2-4336) and the proposal guaranty.

#### 22.21 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the Agency's Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the Agency equivalent to the corporate surety bond.

#### 22.22 Debarment

By submitting a bid, the bidder is certifying that the bidder is not currently debarred by a local or state government or the federal government. A copy of the Agency's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

#### 22.23 Proof of Authority to Transact Business in Virginia

A bidder 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 bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder 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 include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

#### 22.24 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of Contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### 22.25 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the Agency for submission with the bid.

#### 22.26 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

#### 22.27 Legal Action

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

#### 22.28 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents, or subcontractors who will work under the Contract Documents have been convicted of a felony.

#### 22.29 Unit Price Items

The Unit Price Items, identified on the Pricing Page, quantities, and extended prices are to be included in the Bidder's lump sum and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct item. Unit price Items are to be used with Agency authorization only.

#### 22.30 Substitutions

Substitutions are defined as changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- A. Substitutions for Cause are changes proposed by the Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- B. Substitutions for Convenience are changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer an advantage to Contractor or Owner.

The Agency will not consider substitutions for convenience during the bidding process. They will be considered after the contract has been awarded. Refer to Article 4.17 – Equal Products in the General conditions of the Construction Contract for procedures. Substitution for Cause once verified may be addressed during the bidding process at the discretion of the Agency.

All references in the specifications to substitutions being approved during the bidding process shall be deleted.

**23.0 PRICING PAGE**  
**CONSTRUCTION OF THE AHCS SUBSTANCE USE EXPANSION**

The firm of \_\_\_\_\_  
hereby offers to achieve substantial completion of the Construction of the Substance Use Expansion in accordance with this Invitation for Bid within Three hundred sixty-five (365) calendar days after Notice to Proceed.

**Attention bidders: Do not take any exceptions or make any qualifications to your bid.**

**1. Substance Use Expansion**

Base bid \$ \_\_\_\_\_

Total of Unit Price Items  
(Section 2 below) +\$ \_\_\_\_\_

Alternate Bids +\$ \_\_\_\_\_

**Lump Sum** =\$ \_\_\_\_\_

**2. Unit Price Items**

Bidders shall give unit price and extended price for each of the items listed below. The Unit Price Items, quantities, and extended prices **are to be included in the lump sum** and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct allowance item.

<u>Item</u>	<u>Units &amp; Limitations</u>	Price/Unit (\$)
-------------	--------------------------------	-----------------

3. Alternate #1 EIFS Add/Deduct (circle choice) Cost \$  
See drawings for explanation/details.
- Alternate #2 HVAC System Add/Deduct (circle choice) Cost \$  
See drawings for explanation/details.

4. Return the following with your bid. If a bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (22.24):	_____
2. Certificate of Insurance (22.25):	_____
3. Addenda, if any (Informality) (22.2):	_____
4. One (1) electronic copy on USB Flash drive	_____

5. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (22.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (22.2):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Bid Bond (22.20):	_____
5. Minimum Qualifications (4.0)	
a. Debarment History, if required (4.1)	_____
b. Virginia Contractor Class A license (4.3): (Include with bid)	_____
c. Verification of Bonding Capacity (4.4)	_____

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of person authorized to bind the Firm (22.8): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, to include the General Conditions of the Construction Contract and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government.

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror 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 bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror 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 include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the Agency, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**  
The Bidder:

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The Agency reserves the right to determine in its sole discretion whether to allow such waiver):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

IFB OAA2025

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Balzer Associates
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from AHCS	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Virginia Review	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> Agency Website	<input type="checkbox"/> Valley Construction News
	<input type="checkbox"/> Virginia Business Opportunities
	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

IFB OAA2025

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Ingrid Barber-205 East Hawthorne Street, Covington, VA 24426**





discretion, amend this Article from time to time by designating a different person or organization to act as its A/E and advise the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

- 1.2 Construction Support Services will be performed by the Agency. Provided, however, that the Agency may, at its sole discretion, amend this Article from time to time by designating a different person or organization to act as its Construction Support Services Firm and advise the Contractor in writing, at which time the person or organization so designated shall be the Construction Support Services Firm for the purposes of this Contract.

## **Article 2**

### **TIME OF COMMENCEMENT AND COMPLETION**

- 2.1 The Contractor shall commence the Work as defined in the General Conditions of the Construction Contract upon the date established in the Notice to Proceed. Notice to Proceed will be issued as set forth in Article 8 of the General Conditions.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 365 calendar days after the date of the Notice to Proceed. This time period shall be designated as the Time for Completion.
- 2.4 The Contractor shall complete the Work within the following Milestone dates:

#### **ACTIVITY:**

60% of project budget must be completed by September 30, 2025

- 2.5 In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations and critical path per the most recently updated construction project schedule, the Contractor and the Agency shall agree as to the number of calendar days to extend the "Incentive Completion Date." In the event the Contractor and Agency are unable to agree to the number of calendar days to extend the "Incentive Completion Date," the Agency shall unilaterally determine the number of calendar days to extend the "Incentive Completion Date" and the Contractor shall have no right whatsoever to contest such determination, unless the Contractor establishes that the number of calendar days determined by the Agency was arbitrary or without any reasonable basis.
- 2.6 The Agency reserves the right to determine if liquidated damages are necessary. A schedule of work must be included with the bid and if the Contractor exceeds the funding deadlines, then the Agency will determine if liquidated damages are

required to meet funder concerns.

### **Article 3**

#### **CONTRACT PRICE**

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Agency shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) (herein referred to as the "Contract Price").

### **Article 4**

#### **PROGRESS PAYMENTS**

- 5.1 The Contractor shall provide a Payment Schedule as referred to in Section 9.3.6 of the General Conditions.
- 5.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work Contractor will deliver to the Agency an Application for Payment in accordance with the provisions of Section 9.3 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Agency and the Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 5.3 An acceptable CPM Schedule Update shall be submitted in conjunction with each Application for Payment. Failure to provide an acceptable CPM Schedule Update will result in the rejection of the Application, and no Payment will be made until such time as an acceptable CPM Schedule Update is received.

### **Article 5**

#### **OTHER REQUIREMENTS**

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, and Certification of Insurance as required by the Contract Documents within fifteen (15) calendar days of the effective date of the Agency – Contractor Agreement. The Guarantee or Warranty Bond shall be submitted as described in Section 9.8.5.2 of the General Conditions.

- 5.2 To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the Agency, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Agency pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Agency may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 5.4 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.
- 5.5 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 Contractor'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 behalf of the Contractor that the Contractor 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 subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited

from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

- 5.6 All notices and other communications made pursuant to the Contract Documents shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

**TO AGENCY:**

AHCS  
205 East Hawthorne Street  
Covington, VA 24426

Notices shall be deemed received (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid. Once award has been made, communication via email for project concerns is acceptable.

Due to security restrictions, public access to Agency facilities is extremely limited. The mailing or delivery by an agent of notice is preferred. However, if a notice is hand delivered, it will be received in the lobby of 205 East Hawthorne Street, Covington, VA 24426 between the hours of 9:00 a.m. and 5:00 p.m.

**Article 6**

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**Article 7**

**ENTIRE CONTRACT AND SEVERABILITY**

- 7.1 This Agreement, together with all attachments, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the Agency, (or any agent, consultant, or independent Contractor employed by the Agency) and any subcontractor, sub-subcontractor, supplier, or vendor of the

Contractor, but the Agency shall be entitled to performance of all obligations intended for the Agency's benefit, and to enforcement thereof.

- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

## **Article 8**

### GOVERNING LAW/FORUM

- 8.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Alleghany or if jurisdiction exists, the United States District Court. Contractor expressly waives any objection to venue or jurisdiction of the Covington Circuit Court, Covington, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Covington Circuit Court, Virginia, pursuant to Virginia Code Section 8.01-286.1.
- 8.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

## **Article 9**

### COUNTERPARTS

- 9.1 This Contract and any amendments or modifications hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

## **Article 11**

- 11.1 Compliance with Davis-Bacon Wage Rate is required for this project.

WITNESS the following signatures:

### **Alleghany Highlands Community Services CONTRACTOR**

Patty Flanagan  
205 E. Hawthorne  
Street  
Covington, VA 24426

Phone: (540)

Phone:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**ACKNOWLEDGEMENT  
ASBESTOS ABATEMENT REPORT  
ATTACHMENT 2:**

***This form shall be signed and submitted prior to obtaining plans and specifications from the Agency. It will not be released if a signed form has not been submitted.***

As evidenced by the Bidder’s signature below, the building sites were tested for asbestos and remediation will need to occur for the locations identified in the report dated December 12, 2024, prepared by Todd F. Marcum with samples verified by Pinnacle Consultants. This information is being made to the Bidder in good faith in order to apprise the Bidder of the information within possession of the Agency. The Bidder understands that these report(s) are for informational purposes only and are not part of the Contract and the Agency provides no warranty as to the accuracy, completeness, or correctness of such report(s). These report(s) were developed for bidding purposes to quantify the types of materials to be remediated. The Bidder is responsible for remediating all areas identified in the report following current regulations and guidelines. The Bidder agrees to indemnify, hold harmless, and defend the Agency, its employees, agents, servants, and representatives from and against any costs, claims, extension of Contract time, or liabilities of any kind resulting from the use of or reliance on these reports.

The submission of a Bid shall be considered conclusive evidence that the Bidder has satisfied itself as to the asbestos conditions present that may be encountered in performing the work for the Project.

FIRM NAME: \_\_\_\_\_

\_\_\_\_\_  
Principal or authorized representative (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal or authorized representative (Signature)

\_\_\_\_\_  
Date