

**BLUE RIDGE RESOURCE AUTHORITY**  
**REQUEST FOR PROPOSAL #2021-06-01**

Title: **Landfill Gas and/or Groundwater Monitoring, Compliance and Engineering Consulting Services**

Issue Date: June 2, 2021

Sealed Proposals will be received at the following location subject to the Conditions cited herein until **2:00 p.m., July 6, 2021** for securing **Landfill Gas and/or Groundwater Monitoring, Compliance and Engineering Consulting Services**.

Where to submit Proposals:  
Blue Ridge Resource Authority  
225 Landfill Road  
Buena Vista, VA 24416

Copies of Request for Proposals may be obtained by contacting:  
Ray York  
Director  
Telephone (540) 264-0213, Ext. 2004  
Or by visiting <http://www.blueridgesourceauthority.org/bids>

Requests for specific information should be directed to:  
Ray York  
Director  
Phone: (540) 264-0213, Ext. 2004  
e-mail: [ryork@blueridgesourceauthority.org](mailto:ryork@blueridgesourceauthority.org)

---

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Submitting for:  Category 1 (Landfill Gas)  Category 2 (Groundwater)

Company: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Official's Signature: (X) \_\_\_\_\_

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

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

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

Contact Phone No: (\_\_\_\_\_) \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**CERTIFICATION PAGE - RETURN THIS PAGE WITH PROPOSAL**

**REQUEST FOR PROPOSAL**  
**RFP #2021-06-01**

**Landfill Gas and/or Groundwater Monitoring, Compliance and Engineering Consulting Services**

**1. PURPOSE**

This solicitation is issued by the Blue Ridge Resource Authority (BRRA) whose members are the County of Rockbridge and the City of Lexington, all political subdivisions of the Commonwealth of Virginia, herein after collectively referred to as “Owner”. The Owner desires to procure Landfill Gas and/or Landfill Groundwater (Category 2) Monitoring, Compliance and Engineering Consulting Services from qualified firms (Proposer) to assist the Owner in the development of engineering reports, plans, and specifications for various landfill projects as described in Section 3.1 below and to provide for general groundwater consulting tasks as described in Section 3.2 below.

**A contract will be awarded to a consulting firm for gas monitoring tasks (Category 1). A contract will also be awarded to a consulting firm for groundwater monitoring tasks (Category 2). Owner reserves the right to select multiple firms to support the scope of work in each category.**

**2. BACKGROUND**

The BRRA Landfill is owned and operated by BRRA and was permitted to begin operation as a sanitary landfill on September 22, 1972. The initial, unlined disposal area was closed prior to December 1988. Approximately 15.7 acres of Phase 1 were capped and certified closed on October 24, 2008. The remainder of Phase 1 was required to cease accepting waste by December 31, 2012 in accordance with 9 VAC 20-81-35(B). An extension request was submitted on January 23, 2011 and approved by VDEQ on February 1, 2012 to continue operation of the unlined landfill until December 31, 2014. On December 13, 2013, VDEQ approved a second extension request dated October 28, 2013 to continue operation of the landfill until June 30, 2017. Cell 1 of the Subtitle D portion of the landfill opened on July 1, 2017 and is actively being filled. The landfill is considered to be an area fill landfill.

The permitted facility boundary encompasses approximately 315 acres. Phase 1 is an unlined landfill approximately 34 acres in size with no leachate collection system and a passive landfill gas system. Cells 1 through 4 are lined and total 36.2 acres; this includes a 13.4 acre piggyback onto Phase 1. Excluding the piggyback area, the total disposal area is 56.8 acres.

The BRRA Landfill is located approximately two miles north of the Buena Vista city limits, near the western slope of the Blue Ridge Mountains. The topographic regions surrounding the landfill include the Blue Ridge, the Shenandoah Valley, and the Appalachian Highlands. Topography of the landfill property is characteristic of the Shenandoah Valley with rolling hills and lowlands. Land use around the landfill property includes forested rural residential and agricultural areas. There are no perennial streams located at the site. Located in the southwestern portion of the landfill property are two intermittent streams. The landfill property drains towards the nearest perennial feature, the South River, which is located approximately one mile west of the landfill.

Gas is emitted fugitively from the BRRRA Landfill from the waste mass and is vented through 33 passive landfill gas vents on the site, 13 of which were installed in 2019, with no active landfill gas collection system employed to date.

### 3. SCOPE OF SERVICES

This procurement is intended to develop non-specific, task order driven, contracts for each category. Each negotiated task order will have a specific scope of work and associated cost of services developed in accordance with contracts awarded for work in each category below. Tasks will be assigned as necessary, which may include, but not be limited to, the following in each category:

#### 3.1. Landfill Engineering Tasks (Category 1):

- A. Permitting for landfill lateral expansion including, but not limited to, the following activities:
  - Revisions to operations manuals in accordance with 9 VAC 20-81-485
  - Revisions to Solid Waste Management Plan in accordance with 9 VAC 20-130
  - DEQ Air and Water regulations as may apply to the landfill expansion design to include, but not limited to review, permit revisions, recommendations
  - Local land use planning
- B. Major modifications for closure of Permit 075 unlined landfill in accordance with 9 VAC 20-81-600.
- C. Preparation of preliminary and final construction plans and contract documents as may be required from time to time with activities including, but not limited to:
  - Contract documents shall include bid forms, notice to bidders, instructions to bidders, advertisements, bid proposal, contract forms, bonding and insurance requirements, and technical specifications
  - Opinions of Probable Construction Costs based on final construction plans
  - Prepare and submit documents for regulatory review
  - Assist the BRRRA in obtaining approvals and permits as necessary to comply with applicable federal, state and local regulations
  - Assistance with financing
  - Provide environmental site assessment, wetland determination, etc., as appropriate or required for each project.
- D. Bidding services as may be required from time to time with activities including, but not limited to:
  - Preparation of final bidding documents
  - Assistance with bidding process
  - Evaluation of bids and recommendation to award
  - Other activities as required by procurement or project financing
- E. Construction Phase Services as may be required from time to time with activities including, but not limited to:
  - Provision of construction staking and/or CQA surveying in support of requirements of project

- Provision of geotechnical services in support of CQA requirements for project
  - Coordination and oversight of construction including meetings, payment review, RFIs, etc.
  - Review and approval of shop drawings and samples
  - Prepare certification documents for regulatory submittals
  - Prepare Operations and Maintenance Manuals as may be required
  - Preparation of record drawings, as-builts, plats, etc., as may be required
- F. Environmental services including, but not limited to:
- Groundwater compliance in accordance with the facility permit and applicable Virginia Solid Waste Management Regulations
  - Landfill gas compliance in accordance with facility permit and applicable Virginia Solid Waste Management Regulations
  - Leachate control compliance in compliance with facility permit and applicable Virginia Solid Waste Management Regulations
  - Post closure care in accordance with facility permit and applicable Virginia Stormwater Management Regulations
  - Stormwater management in accordance with VPDES industrial discharge permit and any other regulatory requirements
  - Title V support activities as may be required
  - Greenhouse gas reporting activities as may be required

### **3.2. Landfill Groundwater Tasks (Category 2):**

- Provide routine monitoring and consultation activities related to groundwater and gas migration.
- Contract directly with a qualified laboratory to perform analytical work.
- Perform statistical analysis, report preparation, and any other reporting required.
- Install additional ground water monitoring wells (as-needed).

## **4. TERM**

The term of any contract derived from this solicitation shall be for, at a minimum, a period from the execution date of such contract. Owner reserves the right to extend any contracts for additional terms up to a maximum of four extensions.

## **5. COSTS OF PROPOSAL PREPARATION**

Any costs incurred by the Proposers in preparing or submitting proposals are the Proposers' responsibility. Owner will not reimburse any Proposer for any costs incurred as a result of a response to this Request for Proposal.

## **6. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

- 6.1. RFP SUBMITTAL:** Proposals must be submitted no later than 2:00 P.M., July 6, 2021. Envelopes will be clearly marked as follows:

**RFP No 2021**  
**Landfill Gas and/or Groundwater Monitoring, Compliance and Engineering Consulting Services**

From: \_\_\_\_\_ July 6, 2021 2:00 PM  
Name of Consulting Firm Proposal Due Date Time Due

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
City, State, Zip Code

ATTN: Ray York, Director

**6.2. RFP Response:** In order to be considered for selection, Proposers must submit a complete response to this RFP. One (1) original identified as original, two (2) hard copies of each proposal must be submitted to the Owner, and an electronic version. The Proposer shall make no other distribution of the proposal.

**6.3. Proposal Preparation:** The Owner intends responses to this Request for Proposals be concise, informative, and inexpensive for the Proposer to prepare. Responses must be in the following format and contain the information requested:

**6.3.1. Introduction:** In this introduction section the Proposer is expected to introduce his firm to Owner. This section should contain a brief history of the firm, its location, locations of any satellite offices, a broad statement of qualifications including experience of firm in the categories for which the proposal is being submitted and any other information deemed desirable by the Proposer.

**6.3.2. Performance Personnel:** This section must provide a listing of a team of professional personnel that will be available to work on the project. This section must contain a detailed resume on each person that will be assigned to the project providing details of individual experience.

**6.3.3. Project Team Organization:** This section must define organization among the individuals stipulated as available in the preceding section. It is anticipated this section will highlight areas of individual and combined team specialized experience and will give the Owner selection committee an insight into the unique qualifications of the project team proposed by each Proposer so these qualifications can be best matched to the needs of Owner.

**6.3.4. Experience of firm relevant to the scope:** This section must provide an explanation of the approach and/or methodology to be used in achieving assigned tasks, and the firm's ability to provide the necessary resources to meet all project deadlines.

**6.3.5. References:** This section must provide at least three references from municipal clients for which similar work has been performed.

**6.4. EVALUATION:** Following the receipt of these proposals, an Owner selection committee will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of the firm and individuals making up the project team. The proposals will be evaluated based on the following criteria:

**6.4.1.** Ability, capacity, skill, reputation and experience of the firm and assigned personnel in the provided services required. (20 points)

**6.4.2.** Experience of the firm and assigned personnel working together on similar projects in Virginia. (15 points)

**6.4.3.** Ability to complete work in an efficient and cost saving manner. (10 points)

**6.4.4.** Capacity to meet designated time schedules. (10 points)

**6.4.5.** Overall strength of proposal showing an understanding of what efforts are required and how best to address those needs and objectives. (25 points)

**6.4.6.** References pertaining to similar projects within the last ten (10) years. (15 points)

**6.4.7.** Any other relevant information offered or discovered during the evaluation process. (5 points)

## 6.5. AWARD:

- 6.5.1. Owner reserves the right to select multiple firms to support the scope of work in each category.
- 6.5.2. Owner may enter into negotiations based on proposals and follow-up information from the Proposers or their references without the requirement for interviews. If interviews are conducted, the interviewed firms will be ranked based on proposal content and the interview. Owner will attempt to negotiate a contract with the firm ranked number 1. If a contract cannot be negotiated with the number 1 ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure will be followed until a contract is negotiated.
- 6.5.3. In the event a single firm is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, Owner may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified firm.
- 6.5.4. Owner reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of Owner will be served as specified in Section §2.2-4319 of the VPPA.
- 6.5.5. Owner will provide public notice announcing its decision to award by posting the Notice of Intent to Award on the BRRA website, the Virginia Electronic Business Opportunities website and by e-mail or mailing the notice to all Proposers submitting a proposal.
- 6.5.6. Owner reserves the right to offer the successful firm with the additional phases including design and construction services contracts that may be required or determined as a result of the studies. This option will be at the sole discretion of Owner.

## 7. PRE-PROPOSAL CONFERENCE

At this time, a pre-proposal conference by Owner is *not required* in order for a proposal to be accepted for review. Should any potential Proposer have questions, they may contact **Ray York, Director, Phone: (540) 264-0213, Ext. 4, or by e-mail: [ryork@blueridgeresourceauthority.org](mailto:ryork@blueridgeresourceauthority.org)** for clarifications relative to this proposal no later than fourteen (14) business days before the opening date. Any revisions to the solicitation will be made only by addendum issued by Owner on its website at <http://www.blueridgeresourceauthority.org>, as well as Virginia eProcurement Marketplace at [www.eva.virginia.gov](http://www.eva.virginia.gov).

## 8. GENERAL TERMS AND CONDITIONS

- 8.1. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation for

use in a particular procurement, the special terms and conditions shall apply.

**8.2. CLARIFICATION OF TERMS:** If any prospective Proposer has questions about the specifications or other solicitation documents, the prospective Proposer should contact **Ray York, Director, Phone: (540) 264-0213, Ext. 4, or by email: ryork@blueridgeresourceauthority.org** for clarifications relative to this proposal no later than fourteen (14) business days before the opening date. Any revisions to the solicitation will be made only by addendum issued by Owner on our website at <http://www.blueridgeresourceauthority.org>, as well as Virginia eProcurement Marketplace at [www.eva.virginia.gov](http://www.eva.virginia.gov).

**8.3. QUALIFICATIONS OF PROPOSERS:** Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to Owner all such information and data for this purpose as may be requested. Owner reserves the right to inspect Proposers' physical facilities prior to award to satisfy questions regarding the Proposers' capabilities. Owner further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Minimum qualifications shall include:

**Category 1:** The Lead designer shall have at least 10 years of progressively responsible experience in solid waste engineering, facility permitting, and operations support. Proposers shall possess required engineering licenses/certifications or employ properly licensed/certified staff required in the Commonwealth of Virginia to provide services for the possible scope.

**Category 2:** The Lead geologist shall have at least 10 years of progressively responsible experience in addressing groundwater issues at landfills. Proposers shall possess a professional geologist license issued by the Commonwealth of Virginia.

**8.4. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Proposer in whole or in part without the written consent of Owner.

**8.5. ETHICS IN PUBLIC CONTRACTING:** By submitting their Proposals, all Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their Proposal as set forth in section §2.2-4367 and §2.2-4377 of the Virginia Public Procurement Act.

**8.6. PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with section §2.2-4342 of the Virginia Public Procurement Act.

**8.7. ANTI-DISCRIMINATION:** By submitting their proposals, all Proposers certify to the BRRRA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where



applicable, and Section § 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Proposer agrees as follows:

- 8.7.1. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Proposer. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 8.7.2. Notices, advertisements and solicitations placed by or on behalf of the Proposer will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - 8.7.3. The Proposer will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 8.8. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION:** In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, BARRA will not discriminate against faith-based organizations. The Proposer also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.
- 8.9. MINORITY AND WOMEN-OWNED BUSINESSES:**
- 8.9.1. Owner actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.
  - 8.9.2. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.
- 8.10. DRUG-FREE WORKPLACE:** During the performance of this contract, the Proposer agrees to (i) provide a drug-free workplace for the Proposer'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 Proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Proposer that the Proposer 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.

**CONTRACTOR’S ENVIRONMENTAL REQUIREMENTS:** Owner participates in an Environmental Management System program. As such, Proposers are required to be familiar with the Contractor’s Environmental Requirements and are required to sign the attached statement and submit it with the formal bid documents.

## **8.11. COOPERATIVE PROCUREMENT**

- 8.11.1.** This procurement is being conducted on behalf of the Owner in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- 8.11.2.** For the non-professional services, if approved by the Proposer, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Proposer shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Proposer’s bid/proposal.
- 8.11.3.** With the approval of the Proposer, any public body using the resultant contract has the option of executing a separate contract with the Proposer to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- 8.11.4.** Owner, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Proposer and any other public bodies, and in no event shall the Owner, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Owner contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Proposer, the Proposer may withdraw its consent to extension of the contract to that particular public body.
- 8.11.5.** The Owner assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Proposer may carry out such notification.

**8.12 INDEMNIFICATION:** Proposer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Proposer’s willful misconduct or negligent performance of professional services under any agreement and that of its sub-consultants or anyone for whom Proposer is legally liable. Proposer shall not be obligated to indemnify the Owner in any manner whatsoever for the Owner’s own negligence, or willful misconduct.

## **9. SPECIAL CONDITIONS**

**9.1. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for Owner pursuant to the RFP shall belong exclusively to Owner and

be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal as proprietary is not acceptable and will be rejected.

**9.2. CANCELLATION OF CONTRACT:** The Owner reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Proposer.

**9.3. INSURANCE COVERAGE:** The Proposer shall, prior to beginning the services specified in this Agreement, file with the Owner certificates of insurance evidencing insurance coverages of the type and amounts stated below. Coverage shall be through insurance companies authorized to do business under the laws of the Commonwealth of Virginia. Proposer shall give the Owner thirty (30) days prior written notice of any non-renewal or cancellation of coverage. All Subconsultants and subcontractors shall be required to include the Owner as additional insured on their General Liability insurance policies.

**INSURANCE REQUIREMENTS CHECKLIST**

<u>Required</u>	<u>Limits</u> <u>Coverage Required</u>	<u>(figures denote minimums)</u>
<u>X</u>	1. Worker’s Compensation and Employers’ Liability; Employers’ Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best’s Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best’s Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol “1” on liability coverage)
<u>X</u>	4. Professional Liability General Aggregate Best’s Guide Rating-A-VIII or	4. \$1,000,000 Each Claim \$5,000,000

better

- X 5. Blue Ridge Resource Authority shall be named as an additional insured on Auto and General Liability Policies (this coverage is primary to all other coverage the BRRRA may possess and must be shown on the certificate).
  - X 6. 30 day written cancellation notice required, in the event of non-payment, to Blue Ridge Resource Authority – Ref. Code of Virginia Section 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.
  - X 7. The Certificate must state RFP #2021 and RFP Title: **Landfill Gas Monitoring, Compliance and Engineering Consulting Services.**
  - X 8. Proposer shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the Agreement.
- 9.4. **LIMITATION OF LIABILITY:** The Proposer shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the Proposer which are currently under construction, but in no event shall the aggregate amount of professional liability insurance be less than \$1,000,000.
- 9.5. **OBLIGATION OF PROPOSER:** By submitting a proposal, the Proposer covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 9.6. **UNAUTHORIZED ALIENS:** In accordance with § 2.2-4311.1 of the Virginia Public Procurement Act, compliance with federal, state, and local laws and federal immigration law; requires that the Proposer does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.7. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Rockbridge County, Virginia, as provided under Virginia law. In performing the Work under the Contract, the Proposer shall comply with applicable Federal, State, and Local laws and regulations.
- 9.8. **DEBARMENT STATUS:** By submitting its proposal, the Proposer certifies it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- 9.9. **REGISTRATION OF BUSINESS ENTITY:** Any Proposer organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or

registered as a registered limited liability partnership shall be registered with and 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 or as otherwise required by law.

**9.10. REQUIREMENT TO PROVIDE SCC IDENTIFICATION NUMBER:** Any Proposer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its proposal the identification number issued to it by the State Corporation Commission. Any Proposer 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 or as otherwise required by law shall include in its proposal or proposal a statement describing why the Proposer is not required to be so authorized.

**9.10.1.** Any Proposer described in section **9.10** 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 Director of the Department of General Services of the Commonwealth of Virginia or their designee or by the chief executive of a local governing body.

**9.10.2.** Any business entity described in section **9.10** that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of ownership or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

**9.10.3.** A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**