

**INVITATION FOR BIDS  
MULCHING SERVICES  
ROANOKE VALLEY RESOURCE AUTHORITY  
January 8, 2026  
IFB# BPM082568**

**I. General:**

The Roanoke Valley Resource Authority (the “Authority” or “RVRA”), a public body organized under the laws of the Commonwealth of Virginia, invites sealed bids from qualified and experienced contractors to provide mulching services for wood waste at the Authority’s Tinker Creek Transfer Station. This Invitation for Bids (“IFB”) is issued in accordance with the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.) and the Roanoke Valley Resource Authority Procurement Regulations.

Inquiries concerning this IFB shall be directed in writing to:

Jeremy Garrett, Director of Operations – Technical Services, Roanoke Valley Resource Authority, 1020 Hollins Road NE, Roanoke, VA 24012 Email: [jgarrett@rvra.net](mailto:jgarrett@rvra.net)

No oral inquiries will be accepted. All questions must be submitted in writing by the deadline stated herein. All questions and official responses will be issued by written addendum and posted on the Authority’s website and through eVA.

**IF PROPOSALS ARE SUBMITTED ELECTRONICALLY, SUBMIT THROUGH eVA; IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE; IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:**

Tinker Creek Transfer Station  
1020 Hollins Road NE.  
Roanoke VA 24012

**II. IFB Schedule**

Issue / Advertisement Date: January 8, 2026

Deadline for Written Questions: January 22, 2026, 2:00 PM (ET)

Addendum Issued (if required): On or before January 26, 2026

Bid Due Date and Time: February 6, 2026, 10:00 AM (ET)

Public Bid Opening: February 6, 2026, 10:15 AM (ET)

Anticipated Award Date: February 25, 2026

Anticipated Contract Start Date: March 1, 2026

Sealed bids shall be delivered to:

Roanoke Valley Resource Authority, Attn: Jeremy Garrett, 1020 Hollins Road NE, Roanoke, VA 24012

Bids received after the stated date and time will not be considered and will be returned unopened. The outside of the envelope shall be clearly marked:

“IFB – Mulching Services.”

Electronic submission through eVA is permitted in accordance with solicitation instructions.

### **III. Scope of Services:**

#### **A. General Description**

The Contractor shall provide all labor, equipment, supervision, and materials necessary to process all wood waste delivered and scaled at the Authority's Tinker Creek Transfer Station into mulch. Services shall be provided on an as-needed, on-call basis to ensure continuous operational capacity at the facility.

#### **B. Location**

Tinker Creek Transfer Station, 1020 Hollins Road NE, Roanoke, VA 24012

#### **C. Services Required**

The Contractor shall, at a minimum, provide the following services:

##### **1. Mulching Services**

- Process all wood waste scaled at the Tinker Creek Transfer Station into mulch using contractor-provided equipment and labor.
- Perform mulching services as necessary to prevent the designated mulching area from becoming fully occupied and to avoid disruption of the Authority's wood waste acceptance operations.

##### **2. Equipment**

- Provide and maintain all equipment necessary to perform mulching services.
- With approval from the Authority, the Contractor may store primary mulching equipment on-site at no cost. The Authority assumes no responsibility or liability for equipment stored or utilized on-site.

##### **3. Availability and Scheduling**

- Services shall be provided on an as-needed basis.
- The Authority will provide after-hours site access as required.
- Mulching may be performed during normal business hours, Monday through Friday, 7:30 a.m. – 5:00 p.m., excluding Authority holidays, as operationally required.

##### **4. Reporting**

- The Contractor shall submit a weekly written report to the Authority's on-site representative identifying: • Dates of service; • Total tonnage of wood waste processed (based on Authority scale data); • Any safety, equipment, or operational issues encountered.

##### **5. Standards**

- All mulching operations and equipment shall comply with all applicable federal, state, and local laws and recognized industry standards for waste processing facilities.

### **IV. Contract Term:**

The initial term of the contract shall be for one (1) year, commencing March 1, 2026, and ending February 28, 2027.

The Authority reserves the right, at its sole option, to renew the contract for up to four (4) additional one-year renewal terms, for a total potential contract duration not to exceed five (5) years, subject to:

- Continued operational need;
- Satisfactory Contractor performance;
- Availability of funds; and
- Mutual written agreement of the parties.

## **V. Pricing and Payment:**

### **A. Pricing Structure**

Bidders shall submit a firm unit price on a per-ton basis for mulching services. The unit price shall be inclusive of all labor, equipment, fuel, mobilization, insurance, administrative, overhead, and any other costs necessary to fully perform the services.

Wood waste quantities shall be determined using the Authority's certified scale data.

### **B. Invoicing and Payment**

- Invoices may be submitted no more than once every thirty (30) days.
- Invoices shall include the total tonnage processed during the billing period, the applicable unit price, and the total amount due.
- Payment terms shall be net forty-five (45) days following receipt and approval of a properly submitted invoice.

## **VI. Basis For Award:**

Award, if made, shall be made to the lowest responsive and responsible bidder in accordance with the Virginia Public Procurement Act and the RVRA Procurement Regulations.

**The Authority reserves the right to reject any or all bids, waive informalities, cancel this solicitation, or negotiate with the lowest responsive and responsible bidder if bids exceed available funds, as permitted by law.**

## **VII. Instructions for Submitting Bids:**

### **A. Submission of Bids:**

1. **The Authority will not accept oral bids or bids received by telephone, electronic mail (e-mail), FAX machine, or telegraph.**
2. All erasures, interpolations, and other changes in the Bids shall be signed or initialed by the Bidder.
3. The Bids must be signed in order to be considered. If the Bidder is a firm or corporation, the Bidder must print the name and title of the individual executing the bid.
4. The Bids and any other documents required shall be enclosed in a sealed opaque envelope.
5. The envelope containing the bids shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the bids.
6. The time bids are received shall be determined by stamp in the AUTHORITY office. Bidders are responsible for ensuring that their bids are stamped by AUTHORITY office personnel by the deadline indicated.

### **B. Bidder's Representation:**

1. All Bidders, by submitting a bid in response to this Invitation for Bids, represents that the Bidders have read and understand the Specifications and Requirements and have familiarized themselves with all federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the contract work.
2. The failure or omission of any Bidders to receive or examine any form, instrument, addendum, or other documents, or to acquaint themselves with conditions existing at the site, shall in no way relieve any Bidders from any obligations with respect to their bids or to the contract.

**C. Trade Secrets/Proprietary Information:**

Trade secrets or proprietary information submitted by Bidders in response to this Request for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidders must invoke the protection of this section prior to or upon submission of data or materials and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342(D) of the Code of Virginia).

**CONTRACT PROVISIONS**

**VIII. Anti-Discrimination:**

By submitting their bids, Bidders certify to the Roanoke Valley Resource Authority that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginia With Disabilities Act*, the *Americans With Disabilities Act* and section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious beliefs, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the Authority to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with Authority funds shall be subject to audit by the public body. (*Code of Virginia*, sec. 2.2-4343.1 E).

A. The contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors. The contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractors, in all solicitations or advertisements for employees placed by or on behalf of the contractors, will state that such contractors are an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractors will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**IX. Cooperative Procurement:**

The Authority may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Any public body which enters into a cooperative procurement agreement with the Authority shall comply with the provisions and procedures included in the *Virginia Public Procurement Act* and the Commonwealth of Virginia *Agency Procurement and Surplus Property Manual*.

## **X. Insurance:**

By signing and submitting bids under this solicitation, the bidders certify that if awarded the contract, they will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractors will have workers compensation Insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidders further certify that the contractors and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Contractors shall have limits equaling or exceeding the following minimum amounts:

### **Insurance Requirements**

The CONTRACTOR shall carry Public Liability Insurance in the amounts specified below; including the contractual liability assumed by the CONTRACTOR and shall deliver Certificate of Insurance, from carriers acceptable to the AUTHORITY, specifying such limits with the AUTHORITY named as an additional insured. In addition, the insurer shall agree to give the thirty days' notice of its decision to modify or cancel coverage. Proof of liability coverage is to be submitted as part of the bid response.

#### 1. Workman's Compensation and Employer's Liability

Coverage A - Statutory Requirements

Coverage B - \$100,000 Per Occurrence

Coverage C - \$100,000/\$100,000 Accident and/or Disease

#### 2. Automobile Liability, including Owned, Non-Owned, and Hired Care Coverage.

##### Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

OR

Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

#### 3. Comprehensive General Liability

##### Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

OR

Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

- a) Completed Operation/Products
- b) Contractual Liability for Specified Agreement
- c) Personal Injury
- d) Medical Malpractice

4. Excess Liability Umbrella Form

Bodily Injury and **(See Note 1)**  
Property Damage Combined Including:

**Note 1** - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella must total \$2,000,000 per occurrence.

In addition to the above, Bidders shall submit a certificate indicating insurability at this level. The successful Contractors will be required to provide a Certificate of Insurance for all applicable policies that states that the Roanoke Valley Resource Authority is endorsed on the insurance policy as an additional insured.

**XI: Attachments**

Attachment 1 – Bidders Data Sheet

Attachment 2 – Bid Price Sheet

Attachment 3 – Evidence of Workers’ Compensation Coverage

Attachment 4 – Authority to Transact Business in Virginia

Attachment 5 – Mulching Services Agreement

Attachment 1

**BIDDERS DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid non-responsive.

1. **Qualification:** The Bidders must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Bidder's Primary Contact:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Bidder's Information:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

Social Security Number: \_\_\_\_\_ If Individual

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services. Include the length of service and the name, address, and telephone number of the point of contact.

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ Monetary Value: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ Monetary Value: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ Monetary Value: \_\_\_\_\_

I certify the accuracy of this information.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment 2

**BID PRICE SHEET – MULCHING SERVICES**

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

Unit Price (Per Ton) for Mulching Services: \$\_\_\_\_\_

**The above price shall be firm for the initial contract term and covers all cost associated with the complete execution of all tasks and services related to the published scope of services.**

Authorized Bidder:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment 3

**EVIDENCE OF WORKERS' COMPENSATION COVERAGE**

COMMONWEALTH OF VIRGINIA  
WORKERS COMPENSATION

**Certificate of Coverage**

Section 2.2-4332, Code of Virginia (1950), as amended, requires construction Contractors and Subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

A. has Workers Compensation Insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia  Yes  No.

Insurance Company \_\_\_\_\_

Policy expiration date \_\_\_\_\_

or

B. is self-insured for Workers' Compensation  Yes  No.

Signed by: \_\_\_\_\_

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

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

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

Attachment 4

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) all Bidders organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in their bids their Virginia State Corporation Commission (SCC) Identification Number. Any bidders not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50, or as otherwise required by law, are required to include in their bids or proposals a statement describing why the Bidders are not required to be so authorized.

Please complete the following:

A.\_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's SCC Identification Number is \_\_\_\_\_.

B.\_\_\_\_\_ Bidder is an out-of-state (foreign) business entity authorized to transact business in Virginia and such Bidder's SCC Identification Number is \_\_\_\_\_.

C.\_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such Bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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Please attach additional sheets of paper if you need more space to explain why such Bidder is not required to be authorized to transact business in Virginia.

Attachment 5

**MULCHING SERVICES AGREEMENT  
ROANOKE VALLEY RESOURCE AUTHORITY**

**Effective Date:** March 1, 2026

THIS MULCHING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the ROANOKE VALLEY RESOURCE AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Virginia, with its principal office at 1020 Hollins Road NE, Roanoke, Virginia 24012 (the "Authority"), and \_\_\_\_\_, a \_\_\_\_\_, authorized to do business in the Commonwealth of Virginia, with its principal place of business at \_\_\_\_\_ (the "Contractor").

The Authority and the Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Authority owns and operates the Tinker Creek Transfer Station and requires continuous mulching services to process wood waste received at the facility; and

WHEREAS, the Authority issued an Invitation for Bids for Mulching Services dated January 8, 2026 (the "IFB"), pursuant to the Virginia Public Procurement Act; and

WHEREAS, the Contractor submitted a bid in response to the IFB and was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the Authority desires to contract with the Contractor for mulching services, and the Contractor desires to provide such services, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

- 1.1 **Services.** The Contractor shall provide all labor, equipment, materials, supervision, and incidentals necessary to perform mulching services for all wood waste scaled at the Authority's Tinker Creek Transfer Station, located at 1020 Hollins Road NE, Roanoke, Virginia, in strict accordance with the IFB, the Contractor's bid, and this Agreement (collectively, the "Services").
- 1.2 **Performance Standard.** The Contractor shall perform the Services in a professional, safe, and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, and industry standards applicable to waste processing facilities.
- 1.3 **Equipment.** The Contractor shall furnish and maintain, at its sole expense, all equipment required to perform the Services. With prior approval from the Authority, the Contractor may store primary mulching equipment on-site at no cost. The Authority assumes no responsibility or liability for any Contractor equipment stored or utilized on Authority property.
- 1.4 **Scheduling and Availability.** Services shall be provided on an as-needed, on-call basis. The Authority shall provide after-hours access as required. Mulching operations may be conducted during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding Authority holidays, as operationally necessary.

1.5 Reporting. The Contractor shall submit weekly written reports to the Authority's designated representative identifying dates of service, total tonnage processed (based on Authority scale data), and any operational or safety issues encountered.

## ARTICLE II – TERM

2.1 Initial Term. The initial term of this Agreement shall commence on March 1, 2026, and shall continue through February 28, 2027, unless earlier terminated as provided herein.

2.2 Renewal Terms. The Authority may, at its sole option, renew this Agreement for up to four (4) additional one-year terms, for a total contract duration not to exceed five (5) years, subject to satisfactory performance, continued operational need, availability of funds, and mutual written agreement of the Parties.

## ARTICLE III – COMPENSATION AND PAYMENT

3.1 Unit Price. The Authority shall compensate the Contractor at the firm unit price of \$\_\_\_\_\_ per ton of wood waste processed, as scaled by the Authority. The unit price shall be inclusive of all labor, equipment, fuel, mobilization, insurance, overhead, and administrative costs necessary to perform the Services.

3.2 Invoicing. The Contractor may submit invoices no more than once every thirty (30) days. Each invoice shall include the total tonnage processed during the billing period, the applicable unit price, and the total amount due.

3.3 Payment. The Authority shall pay approved invoices within forty-five (45) days of receipt. Payment shall be subject to verification of Services performed and availability of appropriated funds.

3.4 Renewal Pricing Adjustments. For any renewal term, pricing adjustments shall be mutually agreed upon in writing and shall not exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, for the twelve (12) month period ending December immediately preceding the renewal term.

## ARTICLE IV – INSURANCE

4.1 Required Coverage. The Contractor shall maintain, at its own expense, insurance coverage meeting or exceeding the following minimum requirements throughout the term of this Agreement, issued by insurers authorized to do business in the Commonwealth of Virginia:

A. Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation
- Employer's Liability: \$100,000 per occurrence

B. Automobile Liability (Owned, Non-Owned, and Hired)

- \$1,000,000 combined single limit per occurrence

C. Commercial General Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

D. Excess/Umbrella Liability

- Limits sufficient to ensure total coverage of at least \$2,000,000 per occurrence

4.2 Additional Insured. The Roanoke Valley Resource Authority shall be named as an additional insured on all applicable policies. Certificates of insurance shall be provided prior to commencement of Services and upon each renewal.

## ARTICLE V – INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the Authority, its officers, officials, board members, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Contractor's performance or failure to perform under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Authority.

## ARTICLE VI – COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including the Virginia Public Procurement Act. The Contractor certifies compliance with all applicable non-discrimination statutes, including Va. Code § 2.2-4311.

## ARTICLE VII – TERMINATION

7.1 Termination for Convenience. The Authority may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days' written notice to the Contractor.

7.2 Termination for Cause. The Authority may terminate this Agreement immediately upon written notice if the Contractor fails to perform the Services, breaches any material term of this Agreement, becomes insolvent, or violates applicable laws or regulations.

## ARTICLE VIII – ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Authority.

## ARTICLE IX – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue for any legal action shall lie exclusively in the courts of Roanoke, Virginia.

## ARTICLE X – ENTIRE AGREEMENT

This Agreement, together with the IFB and the Contractor's bid, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by both Parties.

## ARTICLE XI - MISCELLANEOUS

11.1 **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), or reputable overnight courier to the addresses set forth below:

### **To the AUTHORITY:**

Roanoke Valley Resource Authority  
Attn: Jeremy Garrett, Director of Operations-Technical Services  
1020 Hollins Road NE  
Roanoke, VA 24012  
Email: [jgarrett@rvra.net](mailto:jgarrett@rvra.net)

**To the CONTRACTOR:**

[Contractor Name]  
Attn: [Contact Name]  
[Contractor Address]  
Email: [Contractor Email]

**11.2 Cooperative Procurement.** The AUTHORITY may participate in cooperative procurement agreements with other public bodies or agencies of the United States to combine requirements for efficiency, in accordance with the Virginia Public Procurement Act and the Commonwealth of Virginia Agency Procurement and Surplus Property Manual.

**11.3 Authority to Transact Business.** The CONTRACTOR represents that it is authorized to transact business in the Commonwealth of Virginia and has provided its Virginia State Corporation Commission (SCC) Identification Number or a statement explaining why such authorization is not required, as submitted with its bid (Attachment 4 of the IFB).

**11.4 No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**ROANOKE VALLEY RESOURCE AUTHORITY**

By: \_\_\_\_\_  
Name: Jonathan Lanford  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: [Contractor Representative Name]  
Title: [Contractor Representative Title]  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: [Name of RVRA General Counsel]  
Title: General Counsel, Roanoke Valley Resource Authority  
Date: \_\_\_\_\_