

## GENERAL CONDITIONS AND INSTRUCTIONS

1. PURPOSE:

The purpose of this Invitation for Bid is to establish a contract with a qualified contractor to supply Ultra Low Sulfur Diesel 15 Clear to a fuel tank located at 1099 Livestock Road, Rustburg, Va. 24588. Fuel is to be supplied on an “on-call” basis.

2. BID OPENING:

2.0. Bids will be marked Region 2000 Services Authority Fuel Bid. Bids are to be sealed and will be received at Region 2000 Services Authority Administration Office located at 361 Livestock Road Rustburg, Va. 24588, or via eVA.Virginia.gov, no later than 2:00 pm (02/18/2025).

2.1. Bids will be publicly opened and read aloud in Administration Office conference room.

3. BID AWARD :

3.1. Award will be made to the vendor bidding the lowest differential cost. Differential (margin) includes all costs over and above vendor’s base price. Differential should include overhead, freight costs, profit, etc. The differential shall remain firm throughout the term of the contract.

3.2. BID/AWARD FORM is furnished. All bids shall be submitted on the forms provided and signed in ink in the proper places. A countersigned copy will be returned to the successful bidder. This will constitute the contractual agreement between Region 2000 Services Authority and the successful bidder subject to the terms of this IFB and Specifications.

3.3. Bids must be submitted on the appropriate form in order to receive consideration. An authorized officer of the company must sign all bids.

4. LATE BIDS AND WITHDRAWAL OF BIDS:

4.1. A written request for the withdrawal of a bid or any part thereof will be granted if received by Region 2000 Services Authority prior to the specified bid opening. Formal bids, amendments, thereto or requests for withdrawal of bids, will not be considered if received after the time of the bid opening.

5. BIDDING CONDITIONS:

5.1. All formal bids as submitted shall be binding for sixty (60) calendar days following the bid opening date. A written notification of acceptance of bid, accompanied by a countersigned copy of the Bid/Award Form, deemed to result in a binding contract.

5.2. If a contract (s) is to be awarded, it will be awarded to the lowest responsive and responsible bidder as determined in accordance with the provisions of the Virginia Public Procurement Act.

5.3. Region 2000 Services Authority reserves the right to reject any or all bids, and waive any and all informalities in bids received whenever such rejection or waiver is deemed in the sole opinion of Region 2000 Services Authority to be in its best interest.

5.4. In the event of a tie bid, Region 2000 Services Authority shall give preference to vendors located within the boundaries of Region 2000. Further, if a tie exists between two vendors located within the Region, a coin flip shall decide the award.

6. TERM OF CONTRACT:

The contract shall begin on (3/1/2025), and shall initially end on (3/1/2026). At the end of the initial contract term, if agreeable to the Contractor and Region 2000 Services Authority, the contract may be extended to an additional one (1) year contract term. The contract may be extended a maximum of 3 times for a total of a 4-year contract. The "Agreement to Extend" must be signed by both parties no later than ninety (90) days prior to the end of the contract period. If the "Agreement to Extend" is not signed by both parties, the contract shall expire at the end of the initial period and will be re-bid.

7. PAYMENT OF INVOICES:

7.3. Invoices, with delivery tickets, are to be submitted monthly to Region 2000 Services Authority 361 Livestock Road Rustburg Va. 24588. The invoices shall reflect delivery location, base price (lowest buying price per gallon available to Contractor), name of Contractor's supplier, and terminal location on date of delivery to Region 2000 Services Authority, plus differential to equal total cost per gallon.

7.4. Region 2000 Services Authority reserves the right to contact the terminal location to verify base price at any time during the contract period.

7.5. Region 2000 Services Authority is tax-exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all purchases for its use or consumption. Tax exemption certification will be furnished upon request.

8. PAYMENT:

8.1. To Prime Contractor:

a. Region 2000 Services Authority's standard payment is thirty (30) days following receipt of invoice, or goods and services, whichever is later.

b. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

8.2. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

9. QUANTITIES:

9.1. Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

10. TELEPHONE NUMBER/CONTACT:

10.1. Contractor will be required to furnish a toll-free telephone number and a contact person responsible for the contract account.

11. INSURANCE:

11.1. The Contractor will procure and maintain suitable and satisfactory public liability insurance covering the operation of their motor vehicle(s) and for general liability, while on the premises of Region 2000 Services Authority in an amount sufficient to provide a minimum coverage of not less than \$1,000,000 per occurrence.

11.2. The Contractor agrees to name Region 2000 Services Authority an additional insured to its pollution liability policy with occurrence and annual aggregate limits of not less than \$5,000 and \$20,000, respectively.

12. PERFORMANCE OF CONTRACT:

If Contractor does not supply fuel per the terms of the contract and bid documents, Region 2000 Services Authority may purchase fuel from any source to cover its needs and Contractor shall owe the difference in cost and all expenses to Region 2000 Services Authority

13. RECORD KEEPING REQUIREMENTS:

The Contractor will keep financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and for three years after final contract payment, the contractor is required to provide access and right to examine any books, documents, papers, or records related to this contract.

14. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

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 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 above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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, to be revoked or canceled at any time during the term of the contract. 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.

15. DRUG-FREE WORKPLACE:

15.1. 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 on 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.

15.2 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the

specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. QUESTIONS:

Any questions regarding bid specifications may be referred to Larry Hall at (434) 455-6334. Telephone questions are welcome; however, any significant changes in the specifications will be answered in the form of a written addendum sent to all bidders. Any questions regarding the specifications or solicitation documents may be submitted no later than five working days before the due date. Any modifications, clarifications, or revisions to the bid documents will be made only by addendum issued by Region 2000 Services Authority. Oral or other interpretations or clarifications will be without legal effect.

18. OTHER:

Region 2000 Services Authority reserves the right to purchase fuel from other sources on an as needed basis, in its sole discretion.