

## GENERAL CONDITIONS AND INSTRUCTIONS

1. PURPOSE:

1.1. 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 1099 Livestock Road Rustburg Va. 24588. Fuel is to be supplied on an “on call” basis.

2. BID OPENING:

2.1. 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 No later than 2:00 pm (02/13/2023).

2.2. 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.

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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:

- 6.1. The contract shall begin on (3/1/2023), and shall initially end on (3/1/2025). 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 two (2) year contract term. The "Agreement to Extend" for the additional two (2) years contract term must be signed by both parties no later than ninety (90) days prior to the end of the initial 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:

- 7.1. 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.
- 7.2. Region 2000 Services Authority reserves the right to contact the terminal location to verify base price at any time during the contract period.
- 7.3. 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. Region 2000 Services Authority's standard payment is thirty (30) days following receipt of invoice, or goods and services, whichever is later.

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:

12.2. 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:

13.2. 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. 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.

15. OTHER:

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