

BLUE RIDGE RESOURCE AUTHORITY



INVITATION FOR BIDS (IFB)

**Delivery of Petroleum Products
including Vehicle & Equipment Fuels and
Lubricants for FY 2025-26**

IFB # BRRA-2025-05-005

Deadline for Submission:
2 PM, May 19, 2025
(Monday)

Issue date: April 14, 2025

1.0 PURPOSE

Blue Ridge Resource Authority (“BRRA” or “Authority”) is seeking to procure the services of qualified firms for the delivery of specified fuels and lubricants to the locations listed in section 3.0 below and also on the Bid Form (Appendix A).

2.0 BACKGROUND

The Blue Ridge Resource Authority (“BRRA” or “Authority”) was jointly created by the Rockbridge County Board of Supervisors and Lexington City Council for the purpose of operating a regional solid waste disposal system. The Authority owns and manages the only permitted landfill site within the County of Rockbridge. The Authority is led by a seven-member Board of Directors.

3.0 SCOPE OF SERVICE

The Authority is requesting the services of qualified firms (“Bidders” or “Contractors”) to provide delivery services of specified fuels and lubricants to the BRRA’s landfill facility. The transportation of the specified fuels and lubricants will be delivered on an agreed upon schedule or as needed basis to ensure that the Authority can meet operational needs during fiscal year 2026 (July 1, 2025 to June 30, 2026). **Blue Ridge Resource Authority is a political subdivision of the Commonwealth of Virginia and qualifies for tax exemption, as applicable.**

Bid # 1: Off-Road Diesel Fuel			
Type	Delivery Location:	Anticipated Annual Consumption:	No. of Fuel Tanks/Capacity
Off-Road Diesel Fuel	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	25,000 Gallons	One <u>above-ground</u> tank @ 500 Gallons

Bid # 2: Regular Unleaded, Ethanol-free, 87-Octane Gasoline			
Type	Delivery Location:	Anticipated Annual Consumption:	No. of Fuel Tanks/Capacity
Regular No-lead, <u>Ethanol-free</u> , 87-Octane Gasoline	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	2,000 Gallons	One <u>above-ground</u> tank @ 275 Gallons

Bid # 3: Bulk Motor Oil			
Type	Delivery Location:	Anticipated Annual Consumption:	
15W40	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	300 Gallons	

Bid # 4: Diesel Exhaust Fluid (DEF)			
Type	Delivery Location:	Anticipated Annual Consumption:	
DEF	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	600 Gallons (2.5 Gal. Containers)	

4.0 BID SUBMISSION INSTRUCTIONS

4.1. To ensure the same-day basis for the bid prices, bids shall be as of the close of business on **Friday, May 2, 2025**. Total price per gallon of product shall include rate sheet price (i.e., OPIS report; the Authority has no specification for the type of OPIS report to use) plus transportation cost and profit margin. **Vendor shall provide a copy of the Friday, May 2, 2025 rate sheet used as the basis for their bid.** Bid must use lowest cost provided to Bidder shown on Bid Form.

4.2 Bids may be submitted electronically on eVA (See instructions below), or be delivered to the BRRA Administrative Office by **2:00 p.m. Monday, May 19, 2025 at the following address:**

Blue Ridge Resource Authority
225 Landfill Rd.
Buena Vista, VA 24416

Bids will be opened at 2:00 p.m. the same day. Unless the bid is submitted electronically on eVA, an original bound bid shall be submitted in a sealed plain envelope clearly marked “***Blue Ridge Resource Authority IFB # BRRA-2025-05-005.***” Bids submitted via email or fax will not be accepted. Failure to return all pages of the Bid Form may result in a determination that the submittal is non-responsive. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.

Without exception, bids submitted via e-mail or fax WILL NOT be accepted.

Instructions for Submitting Electronically on eVA

Bidders must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete

copy of the bid and all required documents and/or attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on “I Sell To Virginia”;
- c. Click on “eVA Supplier Training”; and
- d. Click on “Viewing and Responding to Solicitations Video”.

If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Prior to the due date, Bidder should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.
- Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder’s electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive proposal. Changes to the solicitation’s forms or formats are prohibited except where clearly instructed and permitted.

4.3 The Authority is not responsible for the delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the BRRA Administrative Office by the designated date and time. All bids received after the appointed time for submission, whether by mail or otherwise, will be returned unopened. Date of postmark will not be considered.

4.5 All Bidders are required to submit bids on the Bid Form. Bidders are not required to submit bids on all four bid categories. Notice of Award memorandums will be issued on the basis of the lowest responsive and responsible bid for each of the products listed in the four bid categories.

4.6 Bids shall be signed by an authorized representative of the Bidder. All information requested on the Bid Form should be submitted. Failure to submit all information requested may result in requirement for a prompt submission of missing information and/or consideration of the bid as non-responsive. Bids which are substantially incomplete or lack key information may be rejected by the Authority at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.7 Bids should be prepared simply and economically using the Bid Form. Additional information may be provided using a straightforward, concise description of capabilities to satisfy the requirements of the IFB, if desired by bidder. Emphasis should be on completeness and clarity of content.

4.8 Ownership of all data, material, and documentation originated and prepared for Blue Ridge Resource Authority pursuant to this IFB shall belong exclusively to Blue Ridge Resource Authority, and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure, the Bidder must invoke the protections of Section 2.2-4342(F) of the Code of

Virginia, in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining, and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Bidder Qualifications: The Bidder certifies by signing the Bid Form that the Contractor has at least five consecutive years of experience in providing requested service of the delivery of fuel and lubricants to either federal, state, or local government bodies. Only bids from established Contractors for work similar in scope to work herein shall be considered; the Authority reserves the right to request specific reference information prior to award. Bidder shall demonstrate that they have adequate and appropriate manpower, tools, and equipment to respond and perform in accordance with the provisions herein.

5.1.1 The Authority may, at its option, disqualify a Bidder and reject their bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous agreement.
- Documented unsatisfactory past performance
- For unreasonable failure to complete a previous agreement within the specified time or for being in arrears on an existing agreement without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience, and/or plant and equipment.
- Contractor does not meet service-specific requirements.

5.2 Use of Form: All bids shall be submitted on and in accordance with the Bid Form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the Bidder may attach a letter hereto that will be made a part of the bid. The Authority's published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception. In case of a conflict with published requirements, the bid may be considered non-responsive.

5.3 Acceptance of Bid: Receipt of the bid by the Authority is not to be construed as an award or an order to ship. The Authority reserves the right to reject any or all bids, to award in whole or in part, to waive any formalities, and to require a "Supply Bond" of the successful vendor to insure delivery under the terms of the Agreement.

5.4 Offer/Acceptance: Each bid is received with the understanding that the acceptance in writing by the Authority of the Bidder to furnish any or all of the goods and/or services described therein, shall constitute an Agreement, upon Notice of Award, between the Bidder and the Authority, which shall bind the Bidder to furnish and deliver the goods and/or services quoted at the transportation cost and profit margin rates (percentages) stated and in accordance with the conditions of the accepted bid; and the Authority on its part to order from such Bidder,

except for causes beyond reasonable control; and pay for, at the fuel purchase price, transportation costs, and profit margin rates (percentages), for all goods and/or services specified and delivered on the regularly submitted invoices.

5.5 Withdrawal of Bids: Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two (2) business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required. Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead in person, electronically (email) or by certified mail.

5.6 Addenda: Should a vendor have any questions or desire clarification, they must contact Fred Dudley at (540) 264-0213, Ext. 2004 prior to **3:00 p.m. on Friday, May 9, 2025**. As applicable, responses will be issued in writing in the form of an Addendum, to be posted on the following websites:

[eVA - Virginia's eProcurement Marketplace - eVA](https://www.eva.gov)
www.blueridgeresourceauthority.org

It is the Bidder's responsibility to check the eVA and BRRA websites or to contact the Blue Ridge Resource Authority prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date package.

The Bidder certifies by signing the Bid Form that it has acknowledged all issued Addenda published by the Authority.

5.7 Governing Document: The solicitation document maintained by the Authority, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Authority, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the Bidder may constitute cause for bid disqualification.

5.8 Award: The award will be made to the lowest responsive and responsible Bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. Determination of low bid shall be determined by the audited figure shown on the pricing page (Bid Form) for each respective line item. Authority staff plans to bring the bid comparison documentation to the Board of Directors on **Monday, June 9, 2025**, to request their acceptance of the lowest responsive and responsible bidders for each bid type. The Authority reserves the right to award by line item or in total overall pricing. In case of error in the extension of prices, the unit price shall govern. The Authority reserves the right to refuse all bids.

5.9 Negotiation: Unless canceled or rejected, a responsive bid from the lowest responsible Bidder shall be accepted as submitted; except that if the bid from the lowest responsible Bidder exceeds available funds, the Authority may negotiate with the apparent low Bidder to obtain an Agreement price within the available funds. Any such negotiated bid or Agreement shall be subject to the final approval of the Authority, in the sole discretion of the Authority.

5.10 Authority's Rights: The Authority reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the Authority.

5.11 Corrections: All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.

5.12 Delivery: The time of delivery must be coordinated with the following personnel representing the Blue Ridge Resource Authority. The BRRA shall be provided a delivery ticket at the time of the delivery, signed by an Authority representative and the delivery driver.

Fred Dudley
(540) 319-9068 – Cell
(540) 264-0213, Ext. 2004 – Office

5.13 Brand Names: The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict Bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision “or equal.” If qualified by the provision “or equal” the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, Bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the Authority’s sole judgment if a substitute product offered is an approved equal and acceptable.

5.14 Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

5.15 Capacity of Bidder: The Bid Form must be signed by a responsible officer or employee having the authority to bind the firm in agreement. The Bidder agrees that its performance shall be in strict conformance with the needs of the Authority to ensure successful operations throughout the course of fiscal year 2026.

5.16 Rights to Damages: By signing the Bid Form, the Bidder assigns to the Authority any and all rights that it may have under the anti-trust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the Authority.

5.17 Anti-collusion: The Bidder certifies by signing the Bid Form that its bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.

5.18 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Authority, and its officers, boards, commissions, gents and employees from and against any and all Losses (herein defined as liability, claims, demands, actions, causes of action, suits, proceedings, damages, losses, judgments, costs and/or expenses, including but not limited to reasonable attorneys’ fees, accountant fees, expert witness or consultant fees, court costs, traveling and transportation expenses, or other costs or expenses arising out of or pertaining to this Agreement), for bodily injury, sickness, disease or death, or for injury to or destruction of property, of every kind or nature whatsoever, arising out of or resulting from performance of the Work, but only to the extent caused by the intentional negligent acts, errors or omissions of the Contractor, its

employees, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Losses may be caused in part by a party indemnified hereunder..

5.19 Copyright Protection: The Contractor agrees to defend and save the Authority, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Agreement, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

5.20 Laws/Regulations: This IFB and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in Circuit Court for Rockbridge County, Virginia or as otherwise required by law. The Bidder shall comply with applicable federal, state, and local laws and regulations

5.21 Alien Employment: The Contractor certifies that they do not, and shall not, during the performance of the Agreement for goods and/or services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.

5.22 SCC Authorization: All Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any Bidder or 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, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any business entity that enters into an agreement with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the Agreement. The Authority may void any agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.23. Contractor Invoice Submission: The Contractor shall submit their invoices to the delivery location point of contact as reflected below.

Blue Ridge Resource Authority
225 Landfill Road
Buena Vista, VA 24416

5.23.1 Each Contractor invoice submitted for payment may include the Contractor's purchase price for product, the transportation costs, and the profit margin (following the format on the Bid Form). The Contractor may submit invoices in duplicate, such statement to include detailed breakdown of all charges as discussed above and shall be based on completion of tasks or deliverables. Individual Contractors shall provide their social security number, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submitted invoices.

5.24 Payment Terms: Payment terms shall be 'Net 45' days, from the date the Contractor invoice is approved by the Authority. The Authority currently generates account payable payments one time per month, typically around mid-month. Invoices received and approved by Authority personnel must be provided by the last business day of

the month to ensure payment the following month. The Bidder certifies that by signing the Bid Form that they understand that the Authority's payments may take up to 45 days to generate the payment check depending on when the approved invoice is received. The Offeror will contact the Authority should any invoice become more than sixty (60) days past due in order to expeditiously reconcile the account. Payment terms, if offered, shall not be considered in determining the low Bidder. Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest. The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act.

5.25 Prompt Payment: Pursuant to Virginia Code Section 2.2-4354:

1. Within seven (7) days after receipt of amounts paid to Contractor by the Authority:

a. Contractor will pay subcontractor, if any, for the proportionate share of the total payment received from the Authority attributable to the work performed by subcontractor under the Agreement; or

b. Notify Authority and subcontractor, if any, of Contractor's intention to withhold all or a part of subcontractor's payment with the reason for nonpayment.

2. Contractor shall provide its federal employer identification number to the Authority.

3. Contractor shall pay interest to the subcontractor, if any, on all amounts owed to subcontractor that remain unpaid after seven (7) days following receipt by Contractor of payment from the Authority for work performed by subcontractor under the Agreement, except for amounts withheld as allowed in section 1(b) above.

4. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one (1) percent per month.

5. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include the same payment and interest requirements as set forth herein with respect to each lower-tier subcontractor, if any.

6. Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the Authority.

5.26 Default: In event of default by the Contractor, the Authority reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the Authority shall not release the Contractor from additional remedies that may be allowed by law.

5.27 Availability of Funds: An Agreement shall be deemed in force only to the extent of appropriations available to the Authority for the purchase of such goods and/or services.

5.28 Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of an agreement. To be timely, all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

5.29 Contract Claims: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by an authorized representative of the Authority. The Contractor may not institute legal action prior to receipt of the final written decision on the claim unless the Authority fails to render a decision within 90 days of submission of the claim. Failure of the Authority to render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the Authority's failure to render a decision within 90 days shall be the Contractor's right to institute immediate legal action.

5.30 Faith-based Organizations: The Authority does not discriminate against faith-based organizations.

5.31 Anti-Discrimination: By submitting their bids, Bidders certify to the 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 Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). 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 Agreement on the basis of the recipient's religion, religious belief, 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 have an agreement with public bodies 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 public funds shall be subject to audit by the public body. (Code of Virginia Section 2.2-4343.1.E). In every agreement over \$10,000 shall include the following provisions:

5.31.1 During the performance of this Agreement, the Contractor agrees as follows:

5.31.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, 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.

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

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

5.31.2 The Contractor will include the provisions of Section 5.31.1.1, 5.31.1.2, and 5.31.1.3 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.32 Drug-Free Workplace: During the performance of this Agreement, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) 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 agreement 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 Agreement.

5.33 Compliance with Immigration Laws: During the term of this Agreement, Contractor agrees that, pursuant to Virginia Code Section 2.2-4311.1, Contractor does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

5.34 Assignment of Agreement: An Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Authority.

5.35 Independent Contractor: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the Authority.

5.36 Governing Law: This Agreement is made, entered into, and shall be performed in the County of Rockbridge, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Rockbridge County Circuit Court in Lexington, Virginia. The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the Authority or written instruction/order from the Court.

5.37 Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.

5.38 Termination for Convenience: The Authority may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Authority's Bid Form or as provided in this Agreement. In the event of such termination,

Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the Authority, at the time of termination.

5.39 Termination for Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the Authority may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Agreement. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the Authority may immediately cancel and terminate this Agreement as of the mailing date of the default notice. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the Authority and provisions herein with respect to opportunity to cure default shall not be applicable.

5.40 Additional Conditions: The conditions and instructions in this solicitation are intended to apply to the resulting Agreement and shall supersede any conflicting terms offered. Any additional conditions a Bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'nonresponsive' to the bid, negating possibility of an award to that Bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

5.41 Contractor Failure to Perform: Failure of the Contractor to perform the Agreement by reason of the Authority's non-acceptance of additional conditions submitted after the award shall result in termination of the Agreement by the Authority and may result in debarment of the Contractor for a period of up to three (3) years. Termination and/or debarment of the Contractor shall not constitute a waiver by the Authority of any other rights or remedies available to the Authority by law or agreement.

5.42 Conflict: In the event of a conflict between the Agreement documents, including these General Terms and Conditions, and the terms of a Notice of Award, purchase order, or related document issued by the Fiscal Services Department, the IFB shall control.

5.43 Records and Inspection: The Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this Agreement. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Authority and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the Authority. The Authority shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and for five (5) years after the date of final payment by the Authority to the Contractor pursuant to this Agreement. The Authority's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

5.44 Rights and Remedies Not Waived: In no event shall the making by the Authority of any payment to the Contractor, or the waiver by the Authority of any provision under this Agreement including any obligation of the Contractor, constitute or be construed as a waiver by the Authority of any other provision, obligation, breach of covenant, or any default which may exist under this Agreement on the part of the Contractor, and the making of any such payment by the Authority while any such breach or default exists shall not impair or prejudice any right or remedies available to the Authority.

5.45 Entire Agreement: This IFB and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

5.46 Conflicts of Interests: Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the Authority.

5.47 Responsibility of Contractor: The Contractor shall, without additional costs or fees to the Authority, correct or revise any errors or deficiencies in his performance. Neither the Authority's review, approval, or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the Authority, and the Contractor shall remain liable to the Authority for all costs which are incurred by the Authority as a result of the Contractor's negligent performance of any of the goods or services furnished under this Agreement.

5.48 Changes and Additions: It shall be the responsibility of the Contractor to notify the Authority, in writing, of any necessary modifications or additions to the Scope of Services. Compensation for changes or additions in the Scope of Services will be negotiated and approved by the Authority, in writing. It is understood and agreed to by both the Authority and the Contractor that such modifications or additions to this Agreement shall be made in writing, to include representative signatures, by the parties hereto. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement, prior to a signed written document by both parties, shall be at the total risk of the Contractor and said work may not be compensated by the Authority.

5.49 Debarment Status: By submitting a bid, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on agreements for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.50 Safety: All Contractors and subcontractors performing services for the Authority are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Authority Safety and Occupational Health Standards and any other applicable rules and regulations. All Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

5.51 Compliance with State Law Regarding Transacting Business in the Commonwealth: Pursuant to Virginia Code Section 2.2-4311.2, Contractor 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 (1950), as amended, or otherwise provided by law. Contractor shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this Agreement. The Authority may void this Agreement if Contractor fails to remain in compliance with the provisions of this section.

5.52 License Requirement: All firms doing business with the Authority are required to be licensed in accordance with the County of Rockbridge business license ordinance. Wholesale and retail merchants without a business

location in the County of Rockbridge are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (540) 463-3431.

5.53 Contractor's Form: In cases where the Authority may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Authority, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate agreement document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form agreement, the Authority's agreement format shall prevail over the terms of the Contractor's agreement in the event of a conflict.

5.54 Agreement Quantities: The quantities specified in the IFB are estimates only unless otherwise clearly noted and are given for the information of Bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the Agreement period. Quantities shown shall not be construed to represent any amount which the Authority shall be obligated to purchase under the Agreement or relieve the Contractor of his obligation to fill all orders placed by the Authority, except as clearly noted.

5.55 Competition Intended: It is the Authority's intent that the IFB permits competition. It shall be the Bidder's responsibility to advise the Buyer 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 Fred Dudley, (540) 264-0213 Ext. 2004, no later than **3:00 p.m. on Friday, May 9, 2025.**

5.56 Default on Taxes: No bid will be accepted from, or any agreement awarded to, any person, firm, or corporation that is in arrears, or in default to the Authority upon any debt or agreement, or that is a defaulter as surety, or otherwise upon any obligation to the Authority.

5.57 Insurance: The Contractor shall procure and maintain during the life of the Agreement, Insurance Coverage for not less than any limits of liability shown below with a carrier authorized to conduct business in the State of Virginia.

A. Commercial General Liability:

The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage: \$1,000,000 per occurrence; \$2,000,000 aggregate

B. Comprehensive Automobile Liability:

The Contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the performance of the work included in this Agreement. Such insurance shall cover the use of

automobiles and trucks on- and off-site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage: \$1,000,000 Combined Single Limit per person and/or per accident.

- Property Damage: \$1,000,000 per occurrence

C. Workers Compensation:

The Contractor shall maintain Worker's Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this Agreement. Such insurance shall comply with all applicable law.

The Contractor must provide the Authority with a Certificate of Insurance showing proof of insurance as is acceptable to the Authority. Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment, or employee benefits offered to its employees.

Insurance is to be placed with insurers license to operate in the Commonwealth of Virginia by the Virginia Bureau of Insurance unless otherwise accepted by the Authority.

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the Authority upon request of the Authority.

Appendix A - Bid Form

Delivery of Petroleum Products Including Vehicle & Equipment Fuels and
Lubricants for FY 2019-2020

Business Name:	
Business Address:	
Business Telephone Number:	
Toll Free Number, if any:	
Business Fax Number:	
Website Address, if any:	
Federal Taxpayer Number (EIN/TIN):	
SCC Number or Statement:	
Individual Responsible for Bid (print name):	
Authorized Representative Signature/Date:	
Authorized Representative Email Address:	

Bid # 1 Off-Road Diesel Fuel			
Type	Delivery Location:	Anticipated Annual Consumption:	No. of Fuel Tanks/Capacity
Off-Road Diesel Fuel	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	25,000 Gallons	One <u>above-ground</u> tank @ 500 Gallons

Bid Response (circle)			Cost Per Gallon (\$)	Percentage of Total (%)
Yes	No	Rack		
		Transportation		
		Profit		
		Total		

Bid # 2**Regular No-lead, Ethanol-free, 87-Octane Gasoline**

Type	Delivery Location:	Anticipated Annual Consumption:	No. of Fuel Tanks/Capacity
Regular No-lead, <u>Ethanol-free</u> , 87-Octane Gasoline	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	2,000 Gallons	One <u>above-ground</u> tank @ 275 Gallons

Bid Response (circle)			Cost Per Gallon (\$)	Percentage of Total (%)
Yes	No	Rack		
		Transportation		
		Profit		
		Total		

**Bid # 3:
Bulk Motor Oil**

Type	Delivery Location:	Anticipated Annual Consumption:	No. of Fuel Tanks/Capacity
15W40	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	300 Gallons	

Bid Response (circle)			Cost Per Gallon (\$)	Percentage of Total (%)
Yes	No	Rack		
		Transportation		
		Profit		
		Total		

**Bid # 4:
Diesel Exhaust Fluid (DEF)**

Type	Delivery Location:	Anticipated Annual Consumption:	
DEF	Blue Ridge Resource Authority 225 Landfill Road Buena Vista, VA 24416	600 Gallons (2.5 Gallon Containers)	

Bid Response (circle)			Cost Per Gallon (\$)	Percentage of Total (%)
Yes	No	Rack		
		Transportation		
		Profit		
		Total		