

**BEDFORD COUNTY PUBLIC SCHOOLS  
310 SOUTH BRIDGE STREET  
P.O. BOX 748  
BEDFORD, VIRGINIA 24523**

**Commodity –  
Unleaded Gasoline  
Ultra Low Sulfur Diesel Fuel  
Off Road Diesel Fuel  
Number 2 Heating Oil**

Sealed bids will be received at 3:00 p.m. and opened at 3:05 p.m. on January 14, 2021, in Room C2 (Executive Conference Room) at 311 South Bridge Street, Bedford, Virginia.

**BID PROVISIONS**

1. Period of the contract will be February 11, 2021 through February 11, 2022.
2. From this point forward let it be known that Requestor shall refer to the Bedford County School Board.
3. Product will be delivered by transport truck to the locations listed in this bidding proposal form.
4. Bid must be submitted on the attached bidding proposal form.
5. Bid may be awarded on the basis of low bid for each product, or the low combined bid.
6. Prices are to be guaranteed at a fixed amount for the period of the contract.
7. The supplier shall base payment on either printed meter ticket at the time of unloading, or printed meter ticket at the time of loading.
8. Quantities indicated are approximate, and the right is reserved to increase or decrease these quantities. The Requestor shall not be obligated to purchase other than its' actual requirements.
9. The supplier is responsible for maintaining an adequate supply of the necessary fuels for each location listed to prevent a disruption in the normal operation at each location.
10. The Requestor reserves the right to reject any or all bids and to waive any technicalities as may be deemed to be in the best interest of the Requestors.
11. Availability of Funds: Award and contract are conditioned upon appropriated and availability of funds from year to year. If sufficient appropriation and funding are not available, the Requestor may terminate the contract without penalty, cost or damage payment.

12. Insurance: If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amount:

- a. Automobile Liability Insurance: \$1,000,000 combined single limit.
- b. General Liability: \$1,000,000 occurrence limit, \$2,000,000 aggregate.
- c. Professional Liability: \$1,000,000 occurrence limit, \$2,000,000 aggregate.
- d. Worker's Compensation Insurance at statutory limits as required under the Virginia Worker's Compensation Act.

Within 15 days after Notice of Award, if requested in solicitation, the Contractor agrees to furnish a Certificate of Insurance naming Requestors as additional insured. All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The policy obtained by Contractor shall require insurer to provide 30 days written notice to the Requestors before cancellation or non-renewal of insurance coverage.

13. Employment Discrimination: During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by 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.
- b. 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.
- 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.
- d. The contractor will include the provisions of the foregoing paragraphs a, b, and c, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. Drug Free Workplace: During the performance of this contract, if such contract is for more than \$10,000, 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 (v) 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

contract awarded to a contractor in accordance with this chapter, 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.

15. Nondiscrimination Statement: In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder or offeror because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination employment.
16. The contractor will be responsible for pumping fuel from one tank to another, at cost, if the need should arise.
17. The Bedford County School Board will issue a blanket purchase order to the successful bidder covering the entire estimated annual quantity to be delivered as requested to their locations.
18. Indemnity: The contractor shall indemnify and hold harmless the Requestor, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including cost or liabilities of Requestors with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transporting expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Requestors, its officers, boards, commissions, agents or employees.
19. Modification: Any term or provision submitted as part of your response that in any way attempts to change or modify the term of these contract documents shall be ineffectual, null and void. In addition, the Requestor may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.
20. Assignment: The contractor shall not assign this contract without the prior written consent of Bedford County Public Schools.
21. Standards of Contract: Requestor reserves the right to cancel and terminate a contract at any time, without penalty, for unsatisfactory product quality and/or service on the part of the contract holder, in the sole judgment of the Requestor, or when Requestor determines that cancellation to be in the best interests of the Requestor. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Requestor to do otherwise. In the event of termination the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Requestor as of the date of termination but to no further claims for loss or damages of any kind or nature.

22. License: If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
23. Warranties: All goods and services must be warranted to be Merchantable, fit for usual and ordinary purposes, and to meet usual, ordinary and expected standards.
24. Taxes: Requestors are tax exempt and will not contract to pay taxes. Any such provision is void and not accepted.
25. Payment Terms: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work whichever is later. No interest, late charges, or attorney fees will be paid under any circumstances by the Requestor.
26. Compliance with Laws: The contractor shall comply with all applicable federal, state and local laws.
27. Claim of Breach: In the event contractor alleges or claims that either Requestor is in breach of any provision of the contract the contractor shall first give notice to the respective Requestor in writing with all details. Copy of the claim shall also be sent to the respective Requestor's legal council. Requestors shall have 30 days to correct any non-performance without penalty. If no agreement is reached or non-performance/breach continues after 30 days from receipt of written notice the Claim Procedure set out herein shall be followed. Failure to follow the terms hereof shall result in waiver and release of the claim by contractor.
28. Claims Procedure: Contractual claims must be submitted to the respective entity in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The claim shall state that it is a formal claim and provide all facts or justifications with supporting documentation. The respective entity will consider all facts provided to it in a format established by the respective Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
29. Severability: In the event that any provision of this document shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in questions and the remaining provisions shall continue to be valid, binding, and in full force and effect.
30. Required Terms: The terms herein are required to be a part of any contract with the Requestors. Any contractor who receives this document and chooses to offer goods or services agrees to be bound by these terms. Any term of any contract that attempts to in any way modify any term hereof is void and of no effect unless approved by the respective Requestors attorney.
31. If additional information is needed concerning the information listed for the Bedford County Public Schools please contact the Transportation Department at 540-586-1045, ext. 10259.

The undersigned certifies that the merchandise or service for which the foregoing bid is submitted meets or exceeds the specifications listed herein. The undersigned agrees to the terms of the attached "Bid Provisions" and if awarded any item or items in this listing, agrees that these conditions of bid and terms will serve as a legal contract. When the Bedford County School Board and the Bedford County Administration notifies a bidder in writing of its acceptance of the bidder's price(s) of any item(s), this contract will become effective on the date acceptance is written.

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

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

Signature : \_\_\_\_\_

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

E-mail Address : \_\_\_\_\_

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

Telephone Number : \_\_\_\_\_ Date : \_\_\_\_\_