INVITATION TO BIDDERS

Electronic bids will be received on Thursday, April 23, 2020 by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division submitted through Central Auction House (CAH). Bid submittals will be accepted until 2:00 P.M. CST at which time bids will be retrieved from the CAH site and read aloud in the TPCG Purchasing Division Conference Room at 301 Plant Road Houma, LA 70363.

Bid documents are posted on http://www.centralauctionhouse.com/rfp.php?cid=65. To view, download, receive bid notices by e-mail and submit a bid, you must register with CAH. For information about the electronic submittal process and registration fees, contact Ted Fleming with CAH at 1-866-570-9620.

Bid No. 20-FUEL-20 Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel and Off-Road Diesel

Specifications and bid documents are on file at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, in Houma, Louisiana and posted on the Terrebonne Parish web site at http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. Documents may be obtained for review by prospective bidders in the aforementioned manner; however, vendors/contractors must submit their bids electronically through CAH.

Please contact Angela Guidry, Purchasing-Warehouse Manager at 985-873-6745 or aguidry@tpcg.org with regard to the specifications or Sharon M. Ellis, Sr. Procurement Specialist at 985-873-6821 or sellis@tpcg.org with regard to any clarifications or information about bid submittal requirements.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

/s/ Gordon E. Dove
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Publish: April 8, and April 15, 2020
REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR
Bid No. 20-FUEL-20 Bulk Fuel Requirements Contract for Gasoline,
On-Road Diesel and Off-Road Diesel

Please Read Carefully

GENERAL The VENDOR awarded this bid shall be required to furnish to TPCG bulk on-site gasoline, on-
road and off-road diesel fuel as well as off/on-road diesel fuel to be picked up from VENDOR’S location
by TPCG authorized vehicles per the specifications attached hereto.

INTERPRETATIONS AND ADDENDA: All questions about the meaning or intent of the Bidding
Documents are to be directed to Sharon M. Ellis, Sr. Procurement Specialist as set forth herein.
Interpretations, clarifications, or modifications considered necessary by Sharon M. Ellis, Sr. Procurement
Specialist in response to such questions will be issued by Addenda and posted to the CAH

Bidders shall promptly notify Sharon M. Ellis, Sr. Procurement Specialist at 985-873-6821 or via email at
sellis@tpcg.org of any ambiguity, inconsistency, or error that may be discovered upon examination of
the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents
shall make a written request to Sharon M. Ellis, Sr. Procurement Specialist at the aforementioned email
address.

All requests pertaining to questions about the meaning or intent of the Bidding Documents received less
than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of
Sharon M. Ellis, Sr. Procurement Specialist, the ambiguity in the Bidding Documents is so significant that
it may necessitate postponement of the Bid date and issuance of an addendum to respond to the
Bidder’s request.

Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a
written addendum and posted to the CAH site. Interpretations, clarifications, corrections or
modifications made by any other manner shall not be binding and shall not be relied upon by Bidders.
Addenda shall be transmitted in accordance with Louisiana Bid Law.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. Prior
to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. Failure by a
Bidder to acknowledge each individual addendum shall render that Bidder’s Bid non-responsive.

LIQUIDATED DAMAGES: By submission of bid, Bidder unequivocally accepts the liquidated damages
provisions set out herein and specified in the event of failure, neglect or refusal to complete the work or,
or any designated part of the work, within the corresponding contract times.

By submission of the bid, the Bidder agrees that for each calendar day beyond the specified delivery
date set forth that the material, work, and/or equipment has not been delivered, the Owner may retain
from the total amount of the contract price, as liquidated damages the following sums: Two Hundred Dollars ($200.00) per calendar day.

**SUBSTITUTE MATERIAL AND EQUIPMENT OR “OR EQUAL” ITEMS:** Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Whenever materials or equipment are specified or described in the Bidding Documents by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the item desired and to convey and establish the general style, type, character and quality of material, equipment or product desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and that equivalent products may be acceptable.

Bidder must specify the brand and model number of the product offered in his / her bid. Bids not specifying brand and model numbers shall be considered as offering the exact products specified in the solicitation.

**PREPARATION AND SUBMISSION OF BIDS:** Bids shall be electronically submitted to the CAH site by the time indicated in the Invitation to Bidders.

Bid pricing and product model/stock/part numbers shall be inserted in the proper fields provided on the CAH site. All accompanying documents must be uploaded to the site by the bid opening time and date herein.

**The following items are to be uploaded as an attachment to the CAH site with each bid:**

- Completed Official Bid Form Section “A”
- Copy of the OPIS publication utilized and/or referenced for the preparation of this bid
- Signature Authorization. *(if applicable) Written evidence of the person signing the bid SHALL be submitted at the time of bidding,* in accordance with LA R.S. 38:2212(B)(5) as follows:
  
  (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

  (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
(c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

MODIFICATION AND WITHDRAWAL OF BIDS: Modifications to bids, through bidder’s CAH account, can be made until the date and time of the bid opening. The Bidder must contact CAH for instructions for the withdrawal of a bid in its entirety prior to the time of the scheduled bid opening. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays.

Such errors must be clearly shown by objective evidence drawn from inspection work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical or mathematical error, or unintentional omission of a substantial quantity of work, labor, material or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security (when applicable) to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

OPENING OF BIDS: All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids. Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

BIDS TO REMAIN OPEN: The OWNER shall act not later than forty-five (45) calendar days after the date of opening Bids to award such contract to the lowest responsible and responsive bidder or to reject all bids.
The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

AWARD OF CONTRACT: To the extent permitted by applicable local, state and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER within the time delays established by law.

PRICES: Unless otherwise specified by TPCG in the solicitation, bid prices must be complete including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 45 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected.

DELIVERY: See Specifications

NEW PRODUCTS: Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in the solicitation. The manufacturer’s standard warranty will apply unless otherwise specified in the solicitation.

TERMINATION OF CONTRACT FOR CAUSE: TPCG has the right to cancel any contract for cause by execution of a written notice prior to the end of the contractual period indicated for infractions including but not limited to the following: failure to deliver within the time specified; failure to meet specifications herein, failure to conform to sample quality, pricing excessively high or out of line with other Contractors, misrepresentation by the contractor, fraud, collusion, conspiracy, unlawful means of obtaining the contract, conflict constitutional or statutory provisions of state or federal law and any other breach of contract. The Contractor shall be entitled to payment for deliverable in progress to the extent that work has been performed satisfactorily.

TERMINATION FOR CONVENIENCE: The TPCG shall have the right to terminate the contract without cause and at its convenience, with no notice to contractor.

CONTRACT TERM: The terms of this contract shall be effective from the date of the contract for a period of two (2) years. The contract may be extended at TPCG’s option for one (1) additional year provided there is no change in the terms, conditions, specifications and pricing structure unless mutually agreed upon by both parties.
DEFAULT OF VENDOR: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent bid from the defaulting Vendor will be considered.

APPLICABLE LAW: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

SPECIAL ACCOMMODATION: Any “qualified individual with a disability” as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of the need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

RECORD OWNERSHIP: All records, reports, documents or other material related to any contract resulting from this Bid and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG, and shall, upon request, be returned by Contractor to the TPCG, at Contractor’s expense, at termination or expiration of this contract.

NON-COLLUSION AFFIDAVIT: In accordance with La. R.S. 38:2224, successful bidders must submit a fully executed Non-Collusion Affidavit within ten (10) days from receipt of Notice of Award.

VERIFICATION OF EMPLOYEES INVOLVED IN PUBLIC CONTRACT: The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contract work, as evidenced by the attached affidavit to be submitted within ten (10) days from receipt of Notice of Award.

MATERIAL SAFETY DATA SHEETS: All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

NO GUARANTEE OF QUANTITIES: The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated in the bid. The TPCG does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.
TECHNICAL INFORMATION: Literature and/or specifications providing complete technical information as required to certify that the product offered in the proposal is fully compliant with specifications herein must be submitted upon request; if requested, literature and/or specifications shall be submitted within seven (7) days. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer’s published specifications submitted for a product shall be verifiable by the manufacturer. Failure to submit this information shall result in the bid being declared non-responsive and just cause for rejection.

VENDOR REGISTRATION: The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at https://secure.tpcg.org/vendor/. This tool is part of our efforts to make it easier for you to do business with the Parish, as well as provide you with better business opportunities.

If you have already taken actions to complete this requirement, you do not have to complete this process again. However, if you have not already registered online as a vendor you will need to do so within ten (10) days notice of award of this bid.

CERTIFICATE OF INSURANCE: The successful bidder is required to submit an insurance certificate returned within ten (10) days from the date of the Notice of Award of the bid. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met before a purchase order is issued. (Insurance requirements are set forth in “Terrebonne Parish Government’s Insurance Requirements”, attached hereto.) Failure of the successful bidder to comply with this requirement may result in the bid being declared non-responsive and cause for rejection.

PURCHASE ORDER: The requesting TPCG Divisions and/or Departments will issue a purchase order for either a delivery point or TPCG authorized vehicle bulk fuel self-haul pick-up to the successful Contractor once the vendor has timely submitted all required documents and when their insurance certificate has been approved by the TPCG Risk Management Department.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices for completed work to TPCG (Requesting Department/Division), Post Office Box 2768, Houma, Louisiana 70361. Invoices must identify tasks accomplished. Prices for each line item in the bid shall include all direct and indirect costs associated with that line item. The invoice total shall not exceed the purchase order amount. Invoices must include the purchase order number and the name and address of the vendor / contractor. No items other than those included in the bid shall be billed; and unit prices shall prevail. Additional details concerning invoicing are included in the specification.

Payment is to be made within thirty (30) days after receipt of properly executed invoice or delivery, whichever is later.

TAXES: See specifications
OFFICIAL BID FORM
SECTION “A”
(Must be completed and uploaded as an attachment with bid)

Bid No. 20-FUEL-20 Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel and Off-Road Diesel

In accordance with the Louisiana Public Bid Law, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?
YES __________  NO __________
IF THIS PREFERENCE IS CLAIMED, ATTACH SUBSTANTIATING INFORMATION TO THE BID SUBMITTALS TO SHOW THE BASIS FOR THE CLAIM.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated March 2020.

NAME OF BIDDER: ______________________________
ADDRESS OF BIDDER: ______________________________

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) ______________________________
SIGNATURE OF AUTHORIZED SIGNATORY BIDDER ** ______________________________
TITLE OF AUTHORIZED SIGNATORY BIDDER: ______________________________
DATE: ______________________________

** Signature Authorization. Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)
The intent of the Invitation to Bidders is to comply with State laws and to establish a requirements contract between the Terrebonne Parish Consolidated Government (TPCG) and the successful bidder. Whereby the TPCG may purchase bulk gasoline and diesel fuels from the successful bidder as needed during the contractual period.

PLEASE READ THE FOLLOWING SPECIAL CONDITIONS AND SPECIFICATIONS CAREFULLY. ANY DEVIATION MAY CAUSE YOUR BID TO BE DISQUALIFIED. READ SPECIAL CONDITIONS UNDER EACH HEADING. WHERE THE CONDITIONS DIFFER FROM “INSTRUCTIONS TO BIDDERS, GENERAL RULES AND CONDITIONS”, SUCH SPECIAL CONDITIONS WILL APPLY.

1. QUANTITIES: No specific quantities are guaranteed. Only quantities of gasoline and diesel fuel needed during the contractual period will be ordered by TPCG. This is an open-ended requirements contract. Quantities shown are based on the previous twelve (12) months usage or estimates. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown.

2. SPECIFICATIONS: All specifications are to be in accordance with those listed herein. Successful bidder may be required to submit sample approval and acceptance to the testing and research section before award is made.

3. CLARIFICATION OF BID LANGUAGE:
   A. OPIS – Oil Price Information Service
   B. Tank Wagon – Shall mean a delivery by a Tank Wagon / Truck
   C. Transport Truck – shall mean a delivery by a Transport Truck with the capability of a combination load with a minimum delivery of 2500 gallons of fuel.
   D. Vendor Mark-up – The vendor’s price to cover all costs associated with providing fuel to TPCG as outlined within the Invitation to Bid.

4. SAMPLING AND TESTING:

   SAMPLING GASOLINE: Sampling will be made at various intervals to assure conformity of products.

   SAMPLING DIESEL FUEL: Samples will be taken from nozzle of delivery truck at time of delivery. A portion of this sample will be used for testing by the department of Agriculture and other state agencies. A portion will be retained for the contractor’s evaluation. If sampling at the nozzle of the delivery truck (at the time of delivery) cannot be performed by Agency for any reason, and sampling is tested from the tank, it will be the vendor’s responsibility to do whatever is necessary in order for the product to conform to specification.
TESTING: All testing will be done according to testing procedures established by the Department of Agriculture.

5. PRICES: Bidders are to bid mark-up price only. The mark-up shall include all applicable charges for delivery and overhead as well as the Superfund tax, inspection fees, Leaking Underground Storage Tank, Oil Spill Liability Trust Fund (LUST) and motor fuel delivery fees as requires under LARS 30:210. The mark-up for fuel(s) picked up from VENDOR location by TPCG authorized vehicles shall not include charges for delivery. ***Note: No additional charges for underground storage and related fees will be allowed.

Markup: The markup shall be noted on the price sheet as follows:

- Discount markup-a discount markup shall be noted as a negative number, using either a minus sign "-.xxxx" or enclosed with parentheses "(.xxxx)" i.e. "-.0100" or ".1000".
- Markup-All other prices will be constructed as a positive number for the markup.

Prices must be limited to four placed behind the decimal due to computerization. If price is submitted for more than four places behind the decimal, it will be rounded up or down to the nearest ten-thousandth.

The mark-up price shall remain firm throughout the entire term of this contract.

The price per gallon paid to the contractor shall be the branded average for each fuel plus or minus margin provided to the TPCG as contained in the PAD 3 gasoline and distillate reseller price for the Lake Charles, Louisiana terminal, per Oil Price Information Service (OPIS), 4550 Montgomery Avenue, Suite 700N, Bethesda, MD 20814. Prices shall be adjusted each week with the OPIS reports.

Each bidder shall include a copy of the OPIS publication utilized and/or referenced for the preparation with the bid. The successful bidder shall include a copy of the OPIS publication in effect with each invoice to the requesting TPCG Division and/or Department.

6. INVOICES: Invoices will be made for the item(s) ordered at the prices per gallon adjusted weekly with OPIS in effect at "time out" on bill of lading, plus markup, plus applicable taxes. Invoice must also state which branded fuel was delivered. Such price and payment shall constitute full compensation for furnishing and/or delivering the fuel called for.

7. TAXES: State motor fuel tax (road tax) will be added to the average OPIS for gasoline and on-road diesel fuels. ****Road tax will not be paid for off road diesel or for Ultra Low Diesel used off road.
State sales tax and Federal tax is not to be included in the bid prices. Federal Excise Tax exemption registration number will be furnished. **Taxes may not be added to invoices.**

**BIDDERS MUST EXEMPT TERREBONNE PARISH CONSOLIDATED GOVERNMENT ON FEDERAL TAX. BIDS WHICH INCLUDE THIS TAX WILL NOT BE CONSIDERED FOR AWARD. ANY REFUNDS DUE WILL BE THE VENDOR’S RESPONSIBILITY.**

Any questions regarding applicable fuel taxes may be directed to the Louisiana Department of revenue at (225) 219-7656

8. **MISCELLANEOUS:** Mark-up must include all cost for delivery to destination, bids offering “Vendor’s plant plus freight” will not be considered for award.

Mark-up prices must be submitted on estimated delivery for each load of each type of fuel. Prices based on combined minimum quantities will not be considered for award.

Bidders must indicate brand of fuel they propose to furnish. If bidder has more than one supplier, he must indicate which brand and terminal location was used in determining mark-up price.

Prices covering diesel fuel delivered must include necessary hose needed to refuel equipment and/or tanks. Additional charges for hose allowance will not be allowed.

If the TPCG has to purchase fuel from another supplier due to the failure of the contractor’s services or equipment, the contractor shall reimburse the TPCG. TPCG shall receive reimbursement or credit for the difference paid for fuel purchased from another supplier and the price from the Contractor. The TPCG shall make a reasonable effort to purchase from the Contractor at all times.

9. **BASIS OF AWARD:** Award shall be made to the vendor quoting the lowest mark-up for each line item.

10. **CONTRACT TERM:** The terms of this contract shall be effective from the date of the contract for a period of two (2) years. The contract may be extended at TPCG’s option for one (1) additional year provided there is no change in the terms, conditions, specifications and pricing structure unless mutually agreed upon by both parties.

11. **DELIVERY:** The successful bidder(s) must make every reasonable effort to have an adequate supply of gasoline and/or diesel fuel in order to meet the requirements of the TPCG, as ordered, where ordered during the life of the contract. However, in the event the Contractor cannot make delivery within forty-eight (48) hours, the TPCG reserves the right to purchase gasoline and/or diesel fuel on the open market. All deliveries shall be made in such quantities and such destinations as requested. All delivery tanks must
have a visible sealed marker (butterfly) within the tank for determining volume. Proof of calibration of tank must be available if requested. Deliveries will not be accepted if tank does not have the required sealed marker.

12. TERMINATION OF CONTRACT: The TPCG reserves the right to terminate such contract prior to the end of the period indicated on the notice on twenty-four (24) hours written notice, for unsatisfactory delivery, for failure to meet the required specifications, or if the TPCG considers prices to be too high or out of line with other Contractors. All orders delivered prior to the effective date of termination shall be paid for by the TPCG in accordance with the terms of the contract, whereupon all obligations of both parties to the contract will cease. The right is reserved to cancel with a thirty (30) day written notice without cause.

13. PURCHASE ORDER AND INVOICING: The requesting TPCG Divisions and/or Departments will issue a purchase order for either a delivery point or TPCG authorized vehicle bulk fuel self-haul pick-up to the successful Contractor. The Contractor will submit a delivery ticket with the issued purchase order number with each delivery. The Contractor will submit a ticket with the issued purchase order number with each authorized self-hauled pick-up. All tickets must be signed by the appropriate authorized TPCG requesting Division and/or Department personnel.

14. PAYMENTS: Invoices will be paid within thirty (30) days from the date of receipt and acceptance of delivery. Payment will be made for item(s) ordered at the price(s) per gallon adjusted daily with OPIS in effect at “time Out” on bill of lading, plus mark-up, plus applicable taxes. Such price and payment shall constitute full compensation for furnishing and/or delivery the fuel called for.

15. SCOPE OF WORK: It is the intent to establish a contract for the purchase of Bulk Fuel for above and below ground storage tanks owned, operated or maintained by TPCG throughout the Parish of Terrebonne.

- Fuel cost will be determined based on the weekly OPIS average price published weekly from the terminal used to service the Parish’s facility.
- Fuel cost shall exclude any taxes and/or fees that the state is exempt from paying. All fuel costs will include the OPIS pricing, the vendor’s markup and any applicable taxes allowed.
- A copy of the OPIS rack prices from the associated terminal must be sent with the division and/or department’s invoice. The invoice price shall reflect the actual date of delivery.

16. OCTANE & PRODUCT SPECIFICATIONS: The minimum octane and product specifications shall be as specified:

- 87 Octane, # 2 Off Road Diesel and Ultra Low Sulfur Diesel used on/off road
- Alcohol and Ethanol Additives or other extenders will NOT be accepted
- All fuels must meet or exceed federal and state specifications for the ASTM test method
- The motor fuel products shall be branded fuel equivalent to Texaco, EXXON, or Shell
- Should equipment perform improperly from poor quality fuel, the fuel will be tested by the TPCG
- Poor quality fuel (fuel found to be of lesser quality than the manufacturer's listed) shall be removed and replaced at no additional cost to the TPCG
17. FUEL SITES AND ACCESSIBILITY: All TPCG tanks shall be property equipped to enable the Contractor to safely deliver fuel. The Contractor shall notify the TPCG of any and/or all situations that may be deemed unsafe. The Contractor may refuse to deliver fuel to an unsafe fuel site until the safety issue is resolved. The TPCG shall work with the Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled.

The Contractor shall provide TPCG with a properly equipped fuel site for TPCG authorized vehicles to be able to pick-up bulk fuel on an as needed basis. Said site shall be located within the geographical boundaries of Terrebonne Parish; properly equipped to enable designated TPCG vehicles to safely pick-up fuel.

18. DELIVERY OF FUEL: Fuel is to be delivered to various TPCG Divisions / Departments tank(s) within forty-eight hours after telephone notification is received unless specified otherwise by the requesting division and/or department.

19. EMERGENCY FUEL: In an emergency situation, weather, fuel shortage, flooding, etc. the Contractor shall ensure that the TPCG has adequate fuel supply for daily operations. The TPCG shall be priority should fuel be rationed during the life of the contract. During the time of emergency the TPCG will provide a police escort if necessary.

20. CONTRACTOR'S RESPONSIBILITY:

- To supply pumps, hoses or whatever is needed to appropriately pump the fuels to the storage tanks
- All products bid and delivered must meet or exceed specifications, including Federal and State regulations.
- To provide an on call number available 24 hours seven days a week
- To provide approved personal protective equipment in accordance with federal, state and local requirements
- Contractor’s equipment must be well maintained and in safe working condition meeting all federal, state and local requirements
- During time of emergency successful bidder to grant a top priority to TPCG for fuel delivery and fuel supply required for daily operations
- Contractor to provide a bulk fueling location accessible to TPCG authorized vehicles within the geographical boundaries of Terrebonne Parish

21. VENDOR LIST: The Vendor who signs the Execution of Bid page contained herein shall be designated as Prime Contractor on any contract resulting from this proposal. If additional vendors are authorized to receive Release Orders for items contained in said contract, the Bidder should submit, with the bid, a list of those additional authorized distributors. The prime contractor will be responsible for the actions of any distributor vendors listed.

PLEASE GIVE COMPLETE BUSINESS ADDRESS OF ALL VENDORS WHO ARE AUTHORIZED TO ACCEPT RELEASE ORDERS AGAINST THIS CONTRACT.
1) **Specifications for Gasoline and Diesel Fuel.**

A) Octane: The minimum octane shall be:
   i) 87 for Regular Unleaded or E-10 Unleaded

B) Fuel shall comply with the specifications listed below for fuel type.

**Standard Fuel Specifications for Gasoline and Gasoline-Oxygenate Blends (Distillation)**

A. Gasoline and gasoline-oxygenate blends sold, offered for sale, or distributed in Louisiana shall meet the following requirements.

1. The latest revision of ASTM D 4814, "Standard Specification for Automotive Spark-Ignition Engine Fuel," as approved and published by ASTM International, except that volatility standards for unleaded gasoline blended with ethanol shall not be more restrictive than those adopted under the rules, regulations, and Clean Air Act waivers of the U.S. Environmental Protection Agency.] Gasoline blended with ethanol shall be blended under any of the following three options:

   a. the base gasoline used in such blends shall meet the requirements of the latest revision of ASTM D 4814; or

   b. the blend shall meet the requirements of the latest revision of ASTM D 4814; or

   c. the base gasoline used in such blends shall meet all the requirements of the latest revision of ASTM D 4814 except distillation, and the blend shall meet the distillation requirements of the ASTM specification.
DESCRIPTION: Gasoline shall be refined hydro-carbon mixtures furnished in Regular Unleaded.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials, particularly ASTM D 4814 specifications.

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water and Suspended Matter</td>
<td>Visual Inspection</td>
<td>None</td>
</tr>
<tr>
<td>Corrosion, Copper Strip</td>
<td>ASTM D 130</td>
<td>Not darker than No. 1</td>
</tr>
<tr>
<td>Distillation Temperature</td>
<td>ASTM D 86</td>
<td>ASATM D 4814 (Table 1,4)</td>
</tr>
<tr>
<td>Vapor Pressure (Reid), psi, max.</td>
<td>ASTM D 5482</td>
<td>ASATM D 4814 (Table 1,4)</td>
</tr>
<tr>
<td>Sulfur, %, maximum</td>
<td>ASTM D 2622</td>
<td>0.10</td>
</tr>
<tr>
<td>Octane Number (R+M)/2, min.</td>
<td>ASTM D 2699, ASTM D 2700</td>
<td>87.0</td>
</tr>
<tr>
<td>Lead Content, gm/gal., max.</td>
<td>ASTM D 3237</td>
<td>0.05</td>
</tr>
</tbody>
</table>

Gasoline must be products normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry, Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.
LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY
EIGHTS AND MEASURES DIVISION SPECIFICATIONS

DIESEL FUEL (Off-road)

DESCRIPTION: Diesel fuel for off road use shall be a refined hydro-carbon mixture furnished in Grade No. 2D.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials, particularly ASTM D 975 Specifications.

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water and Suspended Matter, % by volume</td>
<td>ASTM D 2709</td>
<td>0.05</td>
</tr>
<tr>
<td>Corrosion, Copper Strip</td>
<td>ASTM D 130</td>
<td>No. 3</td>
</tr>
<tr>
<td>Distillation Temperature °C</td>
<td>ASTM D 86</td>
<td></td>
</tr>
<tr>
<td>90% Recovery, % volume recovered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td></td>
<td>282</td>
</tr>
<tr>
<td>Maximum</td>
<td></td>
<td>338</td>
</tr>
<tr>
<td>Sulfur, %, maximum</td>
<td>ASTM D 5453</td>
<td>0.05</td>
</tr>
<tr>
<td>Ash, weight, %, maximum</td>
<td>ASTM D 482</td>
<td>0.01</td>
</tr>
<tr>
<td>Flash Point, °C, minimum</td>
<td>ASTM D 93</td>
<td>52</td>
</tr>
<tr>
<td>Viscosity, mm²/S@ 40°C</td>
<td>ASTM D 445</td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td></td>
<td>1.9</td>
</tr>
<tr>
<td>Maximum</td>
<td></td>
<td>4.1</td>
</tr>
<tr>
<td>Cloud Point, °C, maximum</td>
<td>ASTM D 2500</td>
<td>See ASTM D 975</td>
</tr>
<tr>
<td>Carbon Residue on 10% residue, % mass</td>
<td>ASTM D 524</td>
<td>0.35</td>
</tr>
<tr>
<td>Cetane number minimum</td>
<td>ASTM D 613</td>
<td>40</td>
</tr>
</tbody>
</table>

Diesel must be a product normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry, Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.
ULTRA LOW SULFUR DIESEL FUEL

DESCRIPTION: On/Off Road Ultra Low Sulfur Diesel shall be a refined hydro-carbon mixture furnished in Grade No. 2D with 15 ppm sulfur (maximum).

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials, particularly ASTM D 975 Specification.

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water and Suspended Matter, % by volume</td>
<td>ASTM D 2709</td>
<td>0.05</td>
</tr>
<tr>
<td>Corrosion, Copper Strip</td>
<td>ASTM D 130</td>
<td>No. 3</td>
</tr>
<tr>
<td>Distillation Temperature °C</td>
<td>ASTM D 86</td>
<td></td>
</tr>
<tr>
<td>90% Recovery, % volume recovered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td></td>
<td>282</td>
</tr>
<tr>
<td>Maximum</td>
<td></td>
<td>338</td>
</tr>
<tr>
<td>Sulfur, ppm, maximum</td>
<td>ASTM D 5453</td>
<td>15</td>
</tr>
<tr>
<td>Ash, weight, %, maximum</td>
<td>ASTM D 482</td>
<td>0.01</td>
</tr>
<tr>
<td>Flash Point, °C, minimum</td>
<td>ASTM D 93</td>
<td>52</td>
</tr>
<tr>
<td>Viscosity, mm²/S@ 40°C</td>
<td>ASTM D 445</td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
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</tr>
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<td>4.1</td>
</tr>
<tr>
<td>Cloud Point, °C, maximum</td>
<td>ASTM D 2500</td>
<td>See ASTM D 975</td>
</tr>
<tr>
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<td>0.35</td>
</tr>
<tr>
<td>Cetane number minimum</td>
<td>ASTM D 613</td>
<td>40</td>
</tr>
</tbody>
</table>

Diesel must be a product normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry, Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.
Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224) (to be turned in within ten (10) days from Notice of Award)

STATE OF LOUISIANA  
PARISH OF TERREBONNE  
AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared ______________ representing ______________ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this ___ day of ______________, 2020, at ______________, Louisiana.

___________________________________  
WITNESS  
____________________________________
CONTRACTOR/VENDOR

___________________________________  
WITNESS  
___________________________________
NOTARY PUBLIC
AFFIDAVIT
VERIFICATION OF CITIZENSHIP
(to be turned in within ten (10) days from Notice of Award)

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

____________________________ 
(name)

who after being first duly sworn, deposed and said that:

1. I am the _________________ of _____________________.
   (title)     (company)

2. I swear that ____________________  is registered and participates in a status verification system
   (company)

to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if ____________________  is awarded the contract, it shall continue, during the
   (company)
term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that __________________________shall require all subcontractors to
   (company)
Submit to __________ _____a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
   (company)
the Affidavit.

   Name:___________________________________________

   Title:___________________________________________

   Company:_________________________________________

Sworn to and subscribed before me at Houma, Louisiana, on this _____ day of ________________ 20_____.

____________________________________________
NOTARY PUBLIC
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid. TPCG (Terrebonne Parish Consolidated Government)

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contact, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence with a $2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: $500,000 combined single limit per accident, for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention’s as respects TPCG, its officers, officials, employees and
volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions.

1. General Liability; Automobile; and Contractors Pollution Liability Coverage

   a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor or TPCG.

   b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.

   c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers’ Compensation and Employer’s Liability Coverage

   The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor’s employees (whether direct employees or statutory employees of the contractor) when any of the contractor’s employees are doing work and/or providing service under this agreement.

3. All Coverage’s

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insures with A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Assigned Risk Pool or Louisiana Workers’ Compensation Corporation.

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.
G. SUBCONTRACTORS
Contractor shall include all subcontractors as insured’s under its policies or shall furnish separate certificates for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.
INDEMNIFICATION AGREEMENT  
(to be turned in within ten (10) days from Notice of Award)

_________________________________________ agrees to defend, indemnify, save and hold Contractor/Subcontractor/Lessee/Supplier harmless the Terrebonne Parish Consolidated Government their officers, elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the ______________ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. ______________________________________ agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

Accepted By: __________________________________________

Company Name

_________________________________________

Authorized Signature

_________________________________________

Title

_________________________________________

Date Accepted

Is Insurance Certificate Attached?_______________________________

Purpose of Contract: Bid No. 20-FUEL-20 Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel and Off-Road Diesel
The product listing below is for review/reference ONLY. All bids must be submitted via Central Auction House

1-866-570-9620.


<table>
<thead>
<tr>
<th>Item Description</th>
<th>Est. Qty.</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded Regular Gasoline - delivered by vendor to various TPCG locations</td>
<td>53801</td>
<td>Gallon</td>
</tr>
<tr>
<td>On Road Diesel - delivered by vendor to various TPCG locations</td>
<td>78063</td>
<td>Gallon</td>
</tr>
<tr>
<td>Off Road Diesel - delivered by vendor to various TPCG locations</td>
<td>71900</td>
<td>Gallon</td>
</tr>
<tr>
<td>Off Road Diesel - picked-up at Vendor’s location by TPCG Fuel Truck</td>
<td>100,000</td>
<td>Gallon</td>
</tr>
<tr>
<td>Off Road Low Sulfur Diesel - picked up at Vendor’s location by TPCG Fuel Truck</td>
<td>10,000</td>
<td>Gallon</td>
</tr>
<tr>
<td>On Road Low Sulfur Diesel - delivered by Vendor to various TPCG locations upon request</td>
<td>10,000</td>
<td>Gallon</td>
</tr>
</tbody>
</table>
Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent contract. This attachment shall be considered a part of the bid documents.

**Contractual Certifications and Assurances**

2 CFR Part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

1. **Remedies for Breach:** Bidder acknowledges that contracts in excess of the simplified purchase threshold ($150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

2. **Termination and Settlement:** Bidder acknowledges that contracts in excess $10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors control.

3. **Access to Records:** Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authoring the recipient, U S Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.


5. **Copeland “Anti-Kickback” Act:** Bidder acknowledges that all construction/repair contracts and subgrants in excess of $2,000 shall include provisions requiring compliance with the Copeland “Anti-kickback” Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

6. **Davis-Bacon Act:** Bidder acknowledges that all construction contracts in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

7. **Contract Work Hours and Safety Standards Act:** Bidder acknowledges that all construction contracts in excess of $2,000, and all other contracts involving the employment of mechanics or laborers in excess of $2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
8. **Rights to Inventions Made Under a Contract or Agreement:** Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.

9. **Clean Air Act:** Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

10. **Federal Water Pollution Control Act:** Bidder acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation’s waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

11. **Byrd-Anti-Lobbying Amendment:** Bidder acknowledges that Subrecipients applying or bidding for an award of $100,000 or more shall certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

12. **Debarment and Suspension:** Bidder that contracts shall be made to parties listed on the General Services Administration’s List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.’s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

13. **Energy Efficiency:** Bidder acknowledges the mandatory standards and policies relating to Energy Efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

14. **Record Retention:** The Bidder acknowledges that contracts shall include a provision for the retention of records pursuant to CFR 200.333.