



DEPARTMENT OF FINANCE
Terrebonne Parish Consolidated Government

P.O. Box **2768**
Houma, Louisiana **70361-2768**

tpcg.org
PHONE **985-868-5050**

INVITATION TO BIDDERS

Electronic bids will be received on **June 10, 2025** 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.centrauctionhouse.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 Bobbie Callender with CAH at 225-810-4814.

Bid 25-FUEL-20 Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel, and Off-Road Diesel

Specifications and bid documents are on file at the TPCG Purchasing Division at 301 Plant Road Houma, LA 70363 and posted on the TPCG 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 Carl Ledet, Fleet Maintenance Superintendent, at 985-873-6745 with regard to the specifications or Gina Bergeron, Procurement Specialist, III at 985-580-7272 or at gbergeron@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/ Jason W. Bergeron

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Publish: May 22nd & 29th, 2025
To Courier: May 19, 2025

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid 25-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 for the TPCG, bulk on-site gasoline, on-road, and off-road diesel fuel as well as off-road diesel fuel to be picked up from vendor's location by TPCG authorized vehicles per the specifications attached hereto.

COPIES OF BIDDING DOCUMENTS: A single complete set of Bidding Documents may be obtained as set forth in the Invitation to Bidders.

INTERPRETATIONS AND ADDENDA: All questions about the meaning or intent of the Bidding Documents are to be directed to Gina Bergeron, Procurement Specialist III as set forth herein. Interpretations, clarifications, or modifications considered necessary by Gina Bergeron, Procurement Specialist III in response to such questions will be issued by Addenda and posted to the CAH (<http://www.centrauctionhouse.com/rfp.php?cid=65>) site.

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III at 985-580-7272 or via email at gbergeron@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 Gina Bergeron, Procurement Specialist III 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 Gina Bergeron, Procurement Specialist III, 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.**

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/brand 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 must be uploaded as an attachment 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 – (Required by All Bidders) Written evidence of the person signing the bid shall be provided 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.

A bidder may alter or correct an entry on the bid form Section "A" by crossing out the entry, and initialing on the line of change. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid as non-responsive.

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.

CONTRACT TERM: The terms of this contract shall be effective from the date of the Notice of Award or date noted within for a period of one (1) year. The contract may be extended at TPCG's option for two (2) additional (1) year periods provided there is no change in the terms, conditions, specifications, and pricing structure.

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. Bids other than F.O.B. Destination may be rejected. Prices must be firm, and any shipping/freight charges shall be included in unity pricing.

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 as determined by a department/division needs and availability of appropriated funds.

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.

NON-EXCLUSIVE CONTRACT: The TPCG anticipates that a single vendor may not have sufficient inventory/equipment/staff to meet the requirements set forth in this solicitation. Therefore, TPCG reserves the right to utilize other bidders/vendors for similar products/services needed to provide the commodities specified within this bid.

CONTRACT CANCELLATION: The TPCG has the right to cancel any contract for cause, including by not limited to, the following: failure to deliver within the time specified in the contract; failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the contractor; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPCG; conflict of contract provisions with constitutional or statutory provisions of state or federal law; any other breach of contract.

TERMINATION OF CONTRACT FOR CAUSE: The 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.

TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any provision herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

DEFAULT OF VENDOR: Failure to deliver the services 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.

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 of receipt of Notice of Award.

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

CLAIMS OR CONTROVERSIES: The venue of any suit filed in connection with any claim shall be the Thirty-Second Judicial Court, Parish of Terrebonne, State of Louisiana.

BYRD ANTI-LOBBYING AMENDMENT: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has 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 an employee of a Member

of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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.

COMPLIANCE WITH CIVIL RIGHTS: By submitting and signing this bid, Bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended, The Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Act of 1975, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Bidder or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

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.

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.

ENERGY CONSERVATION: The contractor agrees to comply with 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.

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.

PROCUREMENT OF RECOVERED MATERIALS: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS: The Contractor agrees to provide TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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: Once all the required documents have been submitted in the required time period, and when the bidder's insurance certificate has been approved by the TPCG Risk Management Department, a purchase order (when applicable) will be issued by requesting TPCG Division and/or Department. TPCG will utilize the contract on an as needed basis either for a delivery point or for an authorized TPCG vehicle to self-haul/pick-up.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices for completed work to TPCG (the requesting Department/Division), Post Office Box 2768, Houma, Louisiana 70361 or emailed to TPCG Accounts Payable tpcgap@tpcg.org. Invoices must identify the department/division utilizing the contract. Prices for each line item in the bid shall include all direct and indirect costs associated with that line item. Invoices must include the purchase order number (when applicable) and the name, address, and phone number 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 a properly executed invoice or delivery, whichever is later.

TAXES: See specifications

Special Instructions:

- **When entering dollar amounts into the fields provided on CAH, do not use commas or dollar sign.**

SECTION "A"

(Must be completed and uploaded as an attachment with bid)

Bid 25-FUEL-20 Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel, and Off-Road Diesel

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) hereby proposes to provide the fuel described as required during the duration of the contract, all in strict accordance with the bidding documents prepared by: TPCG Purchasing Division and dated May 2025.

COMPANY NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

EMAIL ADDRESS OF BIDDER: _____

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* _____

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER * _____

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

DATE: _____

* Signature Authorization. (***Required by ALL Bidders***) 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)

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOODS AND SERVICES VENDORS
CONTRACT INSURANCE SPECIFICATIONS
(To be submitted within ten (10) days after receipt of Notice of Award)**

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

I. INSURANCE REQUIREMENTS:

THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (HEREIN AFTER REFERRED TO AS TPCG), WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability policy limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:\

1. WORKERS COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/ \$1,000,000; and
- c. Waiver of subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- c. Waiver of Transfer of Rights of Recovery Against Others to in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

Note: The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto OR for All Owned Autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable, and shall name Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and/or provide goods or services. At no time shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG. TPCG reserves the right to mandate cessation of all work or provision of goods or services until the receipt of acceptable replacement insurance.

2. **Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

3. **Certificates of Insurance/Policies of Insurance:**
 - a. The Vendor shall deliver to TPCG Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to TPCG the certificates of insurance as required in this Document.
 - b. TPCG may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work or the provisions of goods or services, and/or during its progress.
 - c. TPCG reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. TPCG reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to TPCG within ten (10) days of the written request.
4. **Objection by TPCG:** If TPCG has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work or the provision of goods or services on the basis of non-conformance with the Contract requirements, TPCG shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to TPCG's objections within ten (10) days from the date of the letter request.
5. **The Vendor's Failure:** Upon failure of the Vendor or any of its subcontractors, to purchase, furnish, deliver or maintain such insurance as required herein, at the election of TPCG, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.
6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of the Vendor for its performance of any work or the provision of goods or services under the Contract. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work or provision of goods or services under the Contract. The Vendor's coverage shall be primary for any and all claims and/or suits related to, or arising from, its operations. Any of the insurance coverage(s) maintained by TPCG shall be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to the Vendor's insurance coverage in any way. The limits required herein are the minimum acceptable limits for this contract. TPCG in no way affirms that this is an adequate level of insurance for its operations.
7. **No Recourse Against TPCG:** The insurance companies issuing the policies shall have no recourse against TPCG for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)

(To be submitted in within ten (10) days after receipt of Notice of Award)

STATE OF LOUISIANA

BID NAME: Bid 25-FUEL-20

PARISH OF TERREBONNE

LOCATION: Various Locations (as needed)

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 _____, 20____, at _____, Louisiana.

WITNESS

CONTRACTOR/VENDOR

WITNESS

NOTARY PUBLIC

INDEMNIFICATION AGREEMENT

(To be submitted in within ten (10) days after receipt of 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 Bid: Bulk Fuel Requirements Contract for Gasoline, On-Road Diesel, and Off-Road Diesel

ATTESTATIONS AFFIDAVIT

(To be submitted within 10 days from receipt of "Notice of Award")

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1_ |
| (b) Identity Theft (R.S. 14:67.16)----- | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20)----- | (h) Contractors; misapplication of payments (R.S. 14:202)(|
| (d) False accounting (R.S. 14:70)----- | (i) Malfeasance in office (R.S 14:1324) |
| (e) Issuing worthless checks (R.S. 14:71) | |

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

ATTESTATIONS AFFIDAVIT (continued)

X: _____

Name: _____

Title: _____

Company Name: _____

WITNESSES:

Sworn to and subscribed before me this _____ day of _____ 202____.

Notary Public

**BULK FUEL CONTRACT
FOR
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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. The 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 is 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 the 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 required 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 places 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. The 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. The 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 the award.

Bidders must indicate the brand of fuel they propose to furnish. If the 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 the 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: See Page 4

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 to 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 the tank does not have the required sealed marker.

12. TERMINATION OF CONTRACT: The right is reserved to cancel with a thirty (30) day written notice without cause 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.

- 13. PURCHASE ORDER AND INVOICING:** The requesting TPCG Divisions and/or Departments will issue a purchase order (when applicable) 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 of 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:
- The minimum octane shall be 87 for Regular Unleaded
 - # 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 a 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.

**LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURES DIVISION SPECIFICATIONS**

GASOLINE

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.

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

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
WEIGHTS 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.

Property	Test Method	Requirements
Water and Suspended Matter, % by volume	ASTM D 2709	0.05
Corrosion, Copper Strip	ASTM D 130	No. 3
Distillation Temperature °C	ASTM D 86	
90% Recovery, % volume recovered		
Minimum		282
Maximum		338
Sulfur, %, maximum	ASTM D 5453	0.05
Ash, weight, %, maximum	ASTM D 482	0.01
Flash Point, °C, minimum	ASTM D 93	52
Viscosity, mm ² /S@ 40°C	ASTM D 445	
Minimum		1.9
Maximum		4.1
Cloud Point, °C, maximum	ASTM D 2500	See ASTM D 975
Carbon Residue on 10% residue, % mass	ASTM D 524	0.35
Cetane number minimum	ASTM D 613	40

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.

**LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURES DIVISION SPECIFICATIONS**

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.

Property	Test Method	Requirements
Water and Suspended Matter, % by volume	ASTM D 2709	0.05
Corrosion, Copper Strip	ASTM D 130	No. 3
Distillation Temperature °C	ASTM D 86	
90% Recovery, % volume recovered		
Minimum		282
Maximum		338
Sulfur, ppm, maximum	ASTM D 5453	15
Ash, weight, %, maximum	ASTM D 482	0.01
Flash Point, °C, minimum	ASTM D 93	52
Viscosity, mm ² /S@ 40°C	ASTM D 445	
Minimum		1.9
Maximum		4.1
Cloud Point, °C, maximum	ASTM D 2500	See ASTM D 975
Carbon Residue on 10% residue, % mass	ASTM D 524	0.35
Cetane number minimum	ASTM D 613	40

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.

The product listing below is for review/reference ONLY. All bids must be submitted via Central Auction House Call 225-810-4814 for registration information Or Visit:
<http://www.centrauctionhouse.com/rfp.php?cid=65>

Item Description	Estimated Quantities (For bidding purposes only)	UOM
Unleaded Regular Gasoline - delivered by vendor to various TPCG locations	53,801	Gallon
On Road Diesel - delivered by vendor to various TPCG locations	78,036	Gallon
Off Road Diesel - delivered by vendor to various TPCG locations	71,900	Gallon
Off Road Diesel - picked-up at Vendor's location by TPCG Fuel Truck	100,000	Gallon

Bidder's Check List

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this bid. Please read the entire bid thoroughly to ensure that your submission is complete.

1. **Attachment(s) to be uploaded to Central Auction House at time of bidding:**

- ☐ Official Bid Form Section "A" completely filled out

2. **Other documentation to be uploaded at time of bidding:**

- ☐ *Signature Authorization: **(REQUIRED BY ALL BIDDERS)** 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)

- Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
- The documentation provided must be signed by a member of the company with authority as outlined on pages 3 and 4 of this document.
- Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

- ☐ OPIS publication

3. **Additional Requirements** (to be submitted within 10 days from receipt of "Notice of Award")

- ☐ Indemnification Agreement
- ☐ Non-Collusion Affidavit
- ☐ Insurance Certificate
- ☐ Attestation Affidavit

***If you are unclear about the "signature authorization" or any other requirement, please do not hesitate to contact the Purchasing Office at 985-580-7272.**