



**LAVIGNE OIL COMPANY OF BATON ROUGE, LLC**  
**11203 PROVERBS AVENUE**  
**BATON ROUGE, LA 70816**  
Jefferson Parish Vendor No. 245839

**BID RESPONSE for:**

5000122835 Two (2) year contract for a supply of Diesel and Gasoline (Bulk Fuel)  
for the Jefferson Parish Department of Fleet Management

**Jefferson Parish Government**

**Bid Number 50-122835**  
**Solicitation: 67857206**

**BID DUE DATE: May 10, 2018 2:00 PM CST**

## **INDEX**

1. Bid
2. Addendums #1 and #2
3. Copy of OPIS Newsletter Pricing for New Orleans, Louisiana vol. 38, No.12 Issued 3/19/18  
for prices confirmed through 3/15/18
4. State of Louisiana Secretary of State - Lavigne Oil Company of Baton Rouge, LLC
5. Insurance Certificate Of Liability
6. W-9
7. Louisiana Preference



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000122835 TWO YEAR CONTRACT FOR A SUPPLY OF DIESEL AND  
GASOLINE (BULK FUEL) FOR THE JEFFERSON PARISH DEPARTMENT  
OF FLEET MANAGEMENT.**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
25-Apr-2018 11:04:43 AM



**Bid Number 50 - 122835**

Two year contract for a supply of Diesel and Gasoline (Bulk Fuel) for the Jefferson Parish Department of Fleet Management.

**May 10, 2018 AT 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Donna Reamey  
Dreamey@Jeffparish.net  
504-364-2684**

## SPECIFICATIONS

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**Bid # 50-00122835**

**Two (2) Year Contract for a Supply of Diesel and Gasoline (Bulk Fuel) for the Jefferson Parish Department of Fleet Management**

**Contract Period: 10/13/18 to 10/12/20**

**1. QUANTITIES:**

- No specific quantities are guaranteed
- Only quantities needed by the department during the contractual period will be ordered.
- Estimated usage is based on the past twelve (12) months use.

**2. TERMINOLOGY – DEFINED HEREIN:**

- 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 Pricing – The vendor's price to cover all costs associated with providing fuel to Jefferson Parish as outlined with the Invitation to Bid.
- E. Terminal Name/Location – Name of Terminal as referenced in the Weekly OPIS PADD 3 Report, representing New Orleans, LA.

**3. VENDOR PRICING:**

- a. Vendor's are to bid prices only (OPIS)
- b. Bids offering "Vendor's plant plus freight" will not be considered for award.
- c. Vendors prices must be submitted on estimated delivery for each load of each type of fuel.
- d. Prices based on combined minimum quantities will not be considered for award.
- e. The vendors price shall include all applicable charges of delivery and overhead as well as the Superfund tax, inspection fees, Leaking Underground Storage Tank, and Oil Spill Liability Trust Fund (LUST)
- f. \*\*No additional charges for underground storage and related fees will be allowed.\*\*
- g. The vendor price shall be noted on the price sheet as follows:
  - 1. 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 then thousandth.
  - 2. The vendor's prices shall remain firm throughout the entire term of this contract.

## SPECIFICATIONS

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3. Award will be made to the vendor quoting the lowest pricing for each location.
4. **BASE PRICE**
  - a. Price will be the OPIS weekly unbranded rack average per New Orleans, LA rack Thursday posted the following Monday.
  - b. OPIS price published Thursday will be used for deliveries made Monday – Sunday of the week issued.
  - c. This contract, for bid purposes, should use the OPIS Newsletter pricing for New Orleans, Louisiana issued the week of March 14, 2016.
5. **TAXES:** State motor fuel tax (.20¢ road, excise) will be added to the average OPIS price per gallon and on road diesel fuel. \*\*\*\* State motor fuel tax (road, excise) tax will not be paid for diesel off road fuel.
6. **INVOICES:** Vendor price, Base price (OPIS), and State motor fuel tax (road, excise) will be the basis for invoice price by the vendor.
7. **STATE SALES TAX AND FEDERAL TAX**
  - a. Are not to be included in bid prices.
  - b. Taxes MAY NOT be added to invoices.
  - c. BIDS WHICH INCLUDE THIS TAX WILL NOT BE CONSIDERED FOR AWARD.
  - d. ANY REFUNDS DUE WILL BE THE VENDOR'S RESPONSIBILITY.
  - e. Questions regarding applicable fuel taxes, contact the Department of Revenue at (225)219-7656.
  - f. Should there be a federal tax increase, vendor must notify the Jefferson Parish Fleet Management Department and attach notice to the first receipt of increase.
8. **RVP INDEX:** Louisiana uses conventional 9.0 RVP (Reid Vapor Pressure) gasoline index pricing throughout the year excluding the months of June – September when 7.8 RVP gasoline is mandated by EPA in some areas.

All motor fuels must meet or exceed federal and state specifications for the ATM test, method. The motor fuels products shall be equivalent to Texaco, Exxon or Shell. Should any equipment perform improperly from poor quality fuel, the fuel will be tested by the Parish. If fuel is to be of lesser quality than the manufacturer's listed, it shall be removed and replaced at contractor's expense.
9. **OCTANE:** The minimum octane and product specifications shall be as specified: 87% Octane and low sulfur diesel. The EPS Energy Policy Act of 2005 states the national standard applicable to gasoline refiners and importers for 2008 is 7.76% of gasoline production and imports. The expectation is that, on average, the national pool of gasoline will contain at least 7.76% Ethanol – the RFS standard is a minimum

## SPECIFICATIONS

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requirement, so actual Ethanol use may be higher. The standard will be met by bl

gasoline with 10% ethanol and some ethanol will find its way to E85. All motor fuels must meet or exceed federal state specifications for the ASTM test method. The motor fuel products shall be equivalent to Texaco, Exxon, or Shell. Should any equipment perform improperly from poor quality fuel, the fuel will be tested by the Parish. If fuel is found to be of lesser quality than the manufacturers listed, it shall be removed and replaced at contractor's expense.

10. **DELIVERY:** Fuel is to be delivered to the agency's tank(s) within 48 hours after notification is received unless specified otherwise by the agency. Vendor must make every effort to have an adequate supply of gasoline and/or diesel fuel in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract. However, in the event the contractor cannot make delivery within 48 hours, the Department of Fleet Management 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.
11. **PAYMENTS:** Invoices will be paid within thirty (30) days from the date of receipt and acceptance of delivery. Payment will be made for the item(s) ordered at the unit price in effect when delivered for fuel type at the OPIS New Orleans, LA rack unbranded rack average ending the Thursday prior to Monday posting for that terminal location, plus Vendor pricing, plus application State motor fuel tax (road, excise). Such price and payment shall constitute full compensation for furnishing and delivering the fuel requested.
12. **Contract Requirements:** Quantities shown are based on the previous twelve (12) months usage, or estimates, where usage is not available. Vendor must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown.
13. **Contractual Period:** The Parish of Jefferson intends to award all items for an initial period of twenty-four (24) months. Period will be from October 13, 2018 through October 12, 2020.
14. **Fuel Sites and Accessibility:** All Agency tanks shall be properly equipped to enable the vendor to safely deliver fuel. The vendor shall notify the agency of all situations that may be deemed unsafe. A vendor may refuse to deliver fuel to an unsafe fuel site until the safety issue is resolved. The agency shall work with the vendor marking a delivery to assure that the vendor has proper accessibility to all tanks being fueled.
15. **Fuel Tankers:**  
Vendor must provide two (2) fuel tanks, two (2) bobtail tankers and four (4)

## SPECIFICATIONS

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drivers on an as needed basis to be available within a twenty-four (24) hour

notice during Hurricane Season or any other declared emergency.

Tankers are to arrive fully filled at designated locations on the East and West Banks for Jefferson Parish. They MUST have full access to company owned depots to refuel as needed. Jefferson Parish MUST have priority rights to the company's fuel depots for the duration of the emergency. The fuel tankers are to have an 8,500 gallon capacity and be filled with diesel fuel. The bobtail tankers are to have a 4,500 gallon capacity and be filled with 2,500 gallons of diesel and 2,000 gallons of unleaded gasoline. Truck and drivers will remain under the direction of the Jefferson Parish President for the duration of the emergency.

Jefferson Parish will provide the drivers with room and board with the Emergency Staff of Jefferson Parish. Drivers must be licensed, insured and HAZMAT certified.

Jefferson Parish will only pay for the amount of diesel and unleaded fuel actually pumped from the tankers for our use.

Jefferson Parish will pay for the time that the drivers are under our direction

Pricing to be for two (2) fuel tankers, two (2) bobtail tankers and four (4) drivers.

16. Renewal Clause:

If a new contract has not been executed by May 1<sup>st</sup>, the existing contract shall automatically extend until the end of the calendar year.



DATE: 4/25/2018  
BID NO.: 50-00122835

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: DREAMEY@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 5/10/2018 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

**10,12,13,15**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 4/25/2018

Page: 5

BID NO.: 50-00122835

**BID FORM**  
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF Bid Expiration

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

N/A

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

N/A

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Lavigne Oil Company of Baton Rouge, LLC

ADDRESS: 11203 Proverbs Ave

CITY, STATE: Baton Rouge, LA ZIP: 70816

TELEPHONE: (225) 952-7900 FAX: (225) 952-7901

EMAIL ADDRESS: anne@lavigneoilbr.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1

NUMBER: #2

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 387,724.68

AUTHORIZED SIGNATURE: [Signature]

Milton E. Lavigne III  
Printed Name

TITLE: President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.



## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122835

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO YEAR CONTRACT FOR A SUPPLY OF DIESEL AND GASOLINE (BULK FUEL)FOR THE JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT.		
1	2.00	GL	0001 - DIESEL TREATMENT ONLY PRICE PER GALLON OF TREATED LOW SULFER DIESEL	10.00	20.00
2	100.00	GL	0002 - GASOLINE-UNLEADED (ETHANOL 10%)  GALLONS MORE OR LESS DELIVERED IN QUANTATIES OF 4501 GALLONS OR MORE TRANSPORT DELIVERY IN ACCORDANCE WITH SEPCIFICATION.	2.0378	203.78
3	500.00	GL	0003 - GASOLINE-UNLEADED GALLONS MORE OR LESS TO BE DELIVERED  QUANTITY OF 4500 GALLONS OR LESS. TANK WAGON DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	2.1318	1065.90
4	100,000.00	GL	0004 - DEISEL TAXABLE TAXABLE DEISEL:  LOW SULFUR HIGHWAY USE LIGHT DIESEDEL #2, IN ACCORDANCE WITH SPECIFICATIONS. TRADE NAME DIESEL #2, OR EQUIVALENT.  GALLONS MORE OR LESS TO BE DELIVERED IN QUANTITIES OF 4501 GALLONS OR MORE TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	2.1447	214,470.00
5	50,000.00	GL	0005 - DIESEL TAXABLE GALLONS MORE OR LESS TO BE DELIVERED IN  TANK WAGON DELIVERY OF 4500 GALLONS OR LESS IN ACCORDANCE WITH SPECIFICATIONS.	2.2377	111,885.00
6	10,000.00	GL	0006 - DIESEL NON-TAXABLE NON-TAXABLE DIESEL:  HIGH OR LOW SULFER/OFF ROAD LIGHT DIESEL #2, IN ACCORDANCE WITH SPECIFICATIONS. TRADE NAME OR EQUIVALENT GALLONS MORE OR LESS TO BE DELIVERED IN DIESEDEL NON-TAXABLE QUANTITIES OF 4501'G ALLONS OR MORE. TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	1.9495	19,495.00

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122835

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
7	10,000.00	GL	0007 - DIESEL NON-TAXABLE GALLONS MORE OR LESS TO BE DELIVERED IN  QUANTITIES OF 4500 GALLONS OR LESS. TANK WAGON DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	2,042.5	20,425.00
8	72.00	HR	0008 - FUEL TANKER COST OF EACH TANKER RENTAL PER HOUR.	95.00	6840.00
9	72.00	HR	0009 - FUEL TANK COST OF EACH BOBTAIL TANKER RENTAL PER  HOUR	95.00	6840.00
10	72.00	HR	0010 - FUEL TANKERS COST OF DRIVERS  DRIVER FOR TWO (2) FUEL TANKERS COST PER HOUR FOR EACH DRIVER.	45.00	3240.00
11	72.00	HR	0011 - FUEL TANKER COST OF DRIVER DRIVER FOR TWO (2) BOBTAIL TANKERS COST PER HOUR FOR EACH DRIVER.	45.00	3240.00

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

LAUVIGNE OIL COMPANY OF BATON ROUGE, LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF LAUVIGNE OIL COMPANY OF BATON ROUGE, LLC  
INCORPORATED, DULY NOTICED AND HELD ON 5/8/18,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT MILTON E LAUVIGNE, III, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

5/8/18

\_\_\_\_\_  
DATE



## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF EAST BATON LOUÏSE

BEFORE ME, the undersigned authority, personally came and appeared: MILTON E  
LAJONE III, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized PRESIDENT of LAJONE OIL COMPANY <sup>OF BATON LOUÏSE, LLC</sup> (Entity),  
the party who submitted a bid in response to Bid Number 50-122835, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required  
attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including  
the date and amount of each contribution, made to current or  
former elected officials of the Parish of Jefferson by Entity,  
Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year  
period immediately preceding the date of this affidavit or the  
current term of the elected official, whichever is greater. Further,  
Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of current or former members of the  
Jefferson Parish Council or the Jefferson Parish President through  
or in the name of another person or legal entity, either directly or  
indirectly.

Choice B ✓ there are NO campaign contributions made which would require  
disclosure under Choice A of this section.

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

**Choice B** ☒ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has 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

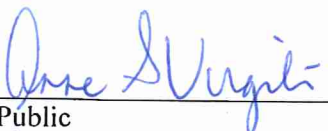
*[The remainder of this page is intentionally left blank.]*

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.

  
Signature of Affiant

MILTON E. CAVNIER III  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 8<sup>TH</sup> DAY OF MAY, 2018.

  
Notary Public

Anne C Virgetts  
Printed Name of Notary

133343  
Notary/Bar Roll Number

My commission expires NEVER.



## **STANDARD INSURANCE REQUIREMENTS – PUBLICLY ADVERTISED BIDS**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the advertised bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

---

For bidding purposes, bidders **must** submit **with** bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

---

### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### **☒ WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.**

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note:** This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

**1) OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

**2) BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Renny Simno  
Director

## **CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES**

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

### **Other Changes Continued:**

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must produce final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

**Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.**

For more information, please call Jefferson Parish Purchasing at 504-364-2678.



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Renny Simno  
Director

May 3, 2018

ADDENDUM # 1

Bid No.: 50-00122835

Bid Opening Date: 05/10/2018

For: Two year contract for a supply of diesel and gasoline (bulk fuel) for the Jefferson Parish  
Department of Fleet Management.

---

**CORRECTION TO DATE IN SPECIFICATIONS:**

**PAGE 2 OF SPECIFICATIONS: 4. BASE PRICE, LETTER C**

This contract, for bid purposes, should use the OPIS Newsletter pricing for New Orleans, Louisiana issued the week of March 14, 2018.

Sincerely,

Donna Reamey

Donna Reamey, Buyer II  
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.





# JEFFERSON PARISH

## Department of Purchasing

**Michael S. Yenni**  
Parish President

**Renny Simno**  
Director

*May 3, 2018*

**ADDENDUM # 2**

Bid No.: 50-00122835

Bid Opening Date: 05/10/2018

For: Two year contract for a supply of diesel and gasoline (bulk fuel) for the Jefferson Parish  
Department of Fleet Management.

---

**CORRECTION TO SPECIFICATIONS:**

**PAGE 2 OF SPECIFICATIONS: 4. BASE PRICE, LETTER C REPLACE WITH THE  
FOLLOWING:**

This contract, for bid purposes, should use the OPIS Newsletter pricing for New Orleans, Louisiana  
Vol. 38, No. 12 issued 3/19/18 for prices confirmed through 3/15/18.

Sincerely,

*Donna Reamey*

Donna Reamey, Buyer II  
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of  
this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

## Lisa White

**From:** Anne Virgets  
**Sent:** Thursday, March 15, 2018 4:29 PM  
**To:** Cathy Davis; Karen Barranco; Lisa White; Hensley Hayek; Marc Delery; Sheila Baudin; Roy Cole  
**Subject:** FW: OPIS Wholesale Racks with OPIS Spot Mean

---

**From:** opisadmin@opisnet.com  
**Sent:** Thursday, March 15, 2018 4:34:52 PM (UTC-06:00) Central Time (US & Canada)  
**To:** Anne Virgets  
**Subject:** OPIS Wholesale Racks with OPIS Spot Mean

Account #140269

To align the following data, change the font size to 9 in Courier New.

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 38, No. 12 Issued 03-19-18 for Prices confirmed through 03-15-2018  
\*\*OPIS GROSS CLEAR PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PBFEnergy	u Net	203.42	+ 4.05	-- --	-- --	232.44	+ 3.80	03/14	18:00
Placid	u Net	205.50	+ 5.10	-- --	-- --	237.90	+ 5.10	03/14	18:00
Valero	b 1-10	-- --	-- --	-- --	-- --	224.54	+ 3.75	03/14	18:00
LOW RACK		203.42		-- --		224.54			
HIGH RACK		205.50		-- --		237.90			
RACK AVG		204.46		-- --		231.63			
BRD LOW RACK		-- --		-- --		224.54			
BRD HIGH RACK		-- --		-- --		224.54			
BRD RACK AVG		-- --		-- --		224.54			
UBD LOW RACK		203.42		-- --		232.44			
UBD HIGH RACK		205.50		-- --		237.90			
UBD RACK AVG		204.46		-- --		235.17			
5-DAY AVG		194.99		-- --		223.89			

NEW ORLEANS, LA  
LOW RETAIL 209.37  
AVG RETAIL 229.44  
LOW RETAIL EX-TAX 169.83  
AVG RETAIL EX-TAX 189.90

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 38, No. 12 Issued 03-19-18 for Prices confirmed through 03-15-2018  
\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PBFEnergy	u Net	176.97	+ 3.65	204.70	+ 3.76	222.04	+ 3.43	03/14	18:00
Valero	u N-10	177.55	+ 4.50	194.55	+ 4.50	230.55	+ 4.50	03/14	18:00
Shell	u N-10	178.03	+ 4.30	192.93	+ 4.30	231.03	+ 4.30	03/14	18:00
Placid	u Net	178.15	+ 5.00	197.15	+ 5.00	233.15	+ 5.00	03/14	18:00
Marathon	b 1-10	178.28	+ 4.29	-- --	-- --	223.74	+ 4.30	03/14	18:00
Valero	b 1-10	179.54	+ 3.75	193.19	+ 3.75	231.54	+ 3.75	03/14	18:00
Citgo	b 1-10	180.60	+ 5.25	193.22	+ 5.24	232.11	+ 5.24	03/14	18:00
XOM	b 1-10	180.60	+ 4.25	192.60	+ 4.25	232.60	+ 4.25	03/14	19:00
Chevron	b 1t45c	180.70	+ 4.40	194.40	+ 4.40	233.80	+ 4.40	03/14	18:00
Texaco	b 1t45c	180.70	+ 4.40	194.40	+ 4.40	233.80	+ 4.40	03/14	18:00
Shell	b 125-3	180.71	+ 2.61	197.42	+ 2.61	234.38	+ 2.61	03/14	18:00
LOW RACK		176.97		192.60		222.04			
HIGH RACK		180.71		204.70		234.38			
RACK AVG		179.26		195.46		230.79			
BRD LOW RACK		178.28		192.60		223.74			
BRD HIGH RACK		180.71		197.42		234.38			
BRD RACK AVG		180.16		194.21		231.71			

UBD LOW RACK	176.97	192.93	222.04
UBD HIGH RACK	178.15	204.70	233.15
UBD RACK AVG	177.68	197.33	229.19
5-DAY AVG	170.65	187.22	222.51

# OPIS NEWSLETTER PRICES - NEW ORLEANS, LA

Vol 38, No. 12 Issued 03-19-18 for Prices confirmed through 03-15-2018

## \*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Placid	u Net	187.45	+ 1.60	-- --	-- --	-- --	-- --	03/14	18:00
Shell	u N-10	187.47	+ 1.72	-- --	-- --	-- --	-- --	03/14	18:00
Valero	u N-10	187.80	+ 1.50	-- --	-- --	-- --	-- --	03/14	18:00
PBFEnergy	u Net	188.56	+ 1.67	-- --	-- --	-- --	-- --	03/14	18:00
Shell	b 125-3	189.36	+ 1.73	-- --	-- --	-- --	-- --	03/14	18:00
Valero	b 1-10	189.75	+ 1.70	-- --	-- --	-- --	-- --	03/14	18:00
XOM	b 1-10	190.36	+ 2.19	-- --	-- --	-- --	-- --	03/14	19:00
Chevron	b 1t45c	190.40	+ 1.70	-- --	-- --	-- --	-- --	03/14	18:00
Texaco	b 1t45c	190.40	+ 1.70	-- --	-- --	-- --	-- --	03/14	18:00
Citgo	b 1-10	190.49	+ 1.73	-- --	-- --	-- --	-- --	03/14	18:00
Citgo	u 1-10	190.49	+ 1.73	-- --	-- --	-- --	-- --	03/14	18:00
LOW RACK		187.45		-- --		-- --			
HIGH RACK		190.49		-- --		-- --			
RACK AVG		189.32		-- --		-- --			
BRD LOW RACK		189.36		-- --		-- --			
BRD HIGH RACK		190.49		-- --		-- --			
BRD RACK AVG		190.13		-- --		-- --			
UBD LOW RACK		187.45		-- --		-- --			
UBD HIGH RACK		190.49		-- --		-- --			
UBD RACK AVG		188.35		-- --		-- --			
5-DAY AVG		187.68		-- --		-- --			

# OPIS NEWSLETTER PRICES - NEW ORLEANS, LA

Vol 38, No. 12 Issued 03-19-18 for Prices confirmed through 03-15-2018

## \*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Placid	u Net	187.95	+ 1.60	-- --	-- --	-- --	-- --	03/14	18:00
Shell	u N-10	187.97	+ 1.72	-- --	-- --	-- --	-- --	03/14	18:00
Valero	u N-10	188.30	+ 1.50	-- --	-- --	-- --	-- --	03/14	18:00
Citgo	b 1-10	191.09	+ 1.73	-- --	-- --	-- --	-- --	03/14	18:00
Citgo	u 1-10	191.09	+ 1.73	-- --	-- --	-- --	-- --	03/14	18:00
LOW RACK		187.95		-- --		-- --			
HIGH RACK		191.09		-- --		-- --			
RACK AVG		189.28		-- --		-- --			
BRD LOW RACK		191.09		-- --		-- --			
BRD HIGH RACK		191.09		-- --		-- --			
BRD RACK AVG		191.09		-- --		-- --			
UBD LOW RACK		187.95		-- --		-- --			
UBD HIGH RACK		191.09		-- --		-- --			
UBD RACK AVG		188.83		-- --		-- --			
5-DAY AVG		187.70		-- --		-- --			

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## Guide to your OPIS Rack Report

OPIS Rack City/State appears at the top left of the report. On the same row to the right is the date and time the report was created. The second row indicates whether it is standard or terminal pricing, whether it is gross or net pricing and the product group for the section, including an RVP indicator where appropriate to the right. Gross prices are the prices before prompt payment discount, net prices factor in the discount. Prices do not include taxes or transportation fees. Supplier prices are quoted in cents per gallon. b/u indicates branded or unbranded for a supplier. o/d designated prices are excluded from all averages/summary data. Terms are payment terms. Example 1-10=1% off if paid in 10 days. Move=change from the last price. Date=date the price last changed. BRD=branded summary data. UBD=unbranded summary data. CONT=OPIS Contract benchmark data. CLSG=OPIS Closing benchmark data. CLDR=OPIS Calendar Day benchmark data. Information is deemed to be reliable, although accuracy is not guaranteed. More detailed information about our rack methodology is available at <http://opisnet.com/methodology.asp#rack>.

**Tom Schedler**  
**Secretary of State**

**State of  
Louisiana  
Secretary of  
State**



**COMMERCIAL DIVISION**  
**225.925.4704**

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
LAVIGNE OIL COMPANY OF BATON ROUGE, L.L.C.	Limited Liability Company	BATON ROUGE	Active

#### Previous Names

**Business:** LAVIGNE OIL COMPANY OF BATON ROUGE, L.L.C.  
**Charter Number:** 36876215K  
**Registration Date:** 10/22/2008

#### Domicile Address

11203 PROVERBS AVE.  
BATON ROUGE, LA 70816

#### Mailing Address

C/O MILTON E. LAVIGNE, III  
11203 PROVERBS AVE.  
BATON ROUGE, LA 70816

#### Status

**Status:** Active  
**Annual Report Status:** In Good Standing  
**File Date:** 10/22/2008  
**Last Report Filed:** 9/22/2017  
**Type:** Limited Liability Company

#### Registered Agent(s)

<b>Agent:</b>	MILTON E. LAVIGNE, III
<b>Address 1:</b>	11203 PROVERBS AVE.
<b>City, State, Zip:</b>	BATON ROUGE, LA 70816
<b>Appointment Date:</b>	10/22/2008

#### Officer(s)

**Additional Officers: No**

<b>Officer:</b>	MILTON E. LAVIGNE, III
<b>Title:</b>	Manager
<b>Address 1:</b>	11203 PROVERBS AVE.
<b>City, State, Zip:</b>	BATON ROUGE, LA 70816



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 900 E St. Mary Blvd., Suite 112 Lafayette LA 70503		<b>CONTACT NAME:</b> Hellice Harris <b>PHONE (A/C, No, Ext):</b> 337-289-5010 <b>E-MAIL ADDRESS:</b> hellice_harris@ajg.com <b>FAX (A/C, No):</b> 866-317-1282		
<b>INSURED</b> LAVIOIL-01 LAVIGNE OIL CO. OF BATON ROUGE LLC LAVIGNE LOGISTICS LLC 11203 PROVERBS AVENUE BATON ROUGE LA 70816-4182		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A :Nationwide Agribusiness Insurance Co		28223
		INSURER B :AXIS Surplus Insurance Company		26620
		INSURER C :Westchester Fire Insurance Company		10030
		INSURER D :		
		INSURER E :		
INSURER F :				

**COVERAGES**

CERTIFICATE NUMBER: 167581312

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPP136290A	2/5/2018	2/5/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPP136290A	2/5/2018	2/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CU136290A	2/5/2018	2/5/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WCC136290A	2/5/2018	2/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A C	<b>CONTRACTORS POLLUTION</b> <b>PROPERTY IN TRANSIT</b> <b>EXCESS LIABILITY</b>	Y	Y	002052018 COP136290A G46863914001	2/5/2018 2/5/2018 2/5/2018	2/5/2019 2/5/2019 2/5/2019	PER INCIDENT \$500,000 AGGREGATE 50,000 OCCURRENCE 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL, JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT ARE INCLUDED AS ADDITIONAL INSURED, ARE INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY, AS PER ENDT# CGLB3030413; AUTOMOBILE LIABILITY, AS PER ENDT# CCAB1911013; UMBRELLA IS FOLLOW FORM OF PRIMARY GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION; AND EXCESS IS FOLLOW FORM OF UMBRELLA, PER ENDT# EXL10021211. GENERAL LIABILITY AND AUTOMOBILE LIABILITY INCLUDES PRIMARY AND NON-CONTRIBUTORY, PER ENDT# See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF PARISH PRESIDENT AND THE PARISH COUNCIL  
JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT  
4901 JEFFERSON HWY  
JEFFERSON LA 70121

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED LAVIGNE OIL CO. OF BATON ROUGE LLC LAVIGNE LOGISTICS LLC 11203 PROVERBS AVENUE BATON ROUGE LA 70816-4182
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CG20010413 / CCAB2501013. POLLUTION LIABILITY BROAD COVERAGE FOR AUTOMOBILE LIABILITY, PER ENDT# CA99481013; GENERAL LIABILITY POLICY INCLUDES PETROLEUM LIABILITY, AS PER ENDT# CGLB0950606. AUTOMOBILE LIABILITY INCLUDES THE MCS900400 MOTOR CARRIER ENDORSEMENT.

30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA AND WORKERS COMPENSATION.

WAIVER OF SUBROGATION APPLIES TO THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL, JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT, AS REPECTS TO THE GENERAL LIABILITY POLICY, AS PER ENDT# CGLB3040310; AUTOMOBILE LIABILITY, AS PER ENDT# CCAB1911013; UMBRELLA IS FOLLOW FORM OF PRIMARY; EXCESS IS FOLLOW FORM OF UMBRELLA, PER ENDT# EXL10021211; AND WORKERS COMPENSATION, PER ENDT# MLXB1520600.

PROPERTY IN TRANSIT LIMIT OF \$50,000

\$8,000,000 XS \$2,000,000 WITH WESTCHESTER FIRE INSURANCE COMPANY.

EXCESS LIABILITY SITS OVER THE PRIMARY UMBRELLA POLICY. EXCESS LIABILITY FOLLOWS POLLUTION LIABILITY AS PER ENDT# XSC-273700509.

RE: BID NUMBER 50-00116267

THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL ARE INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY, AS PER ENDT# CGLB3030413; AUTOMOBILE LIABILITY; UMBRELLA IS FOLLOW FORM OF PRIMARY; AND EXCESS IS FOLLOW FORM OF UMBRELLA, PER ENDT# EXL10021211. GENERAL LIABILITY AND AUTOMOBILE LIABILITY INCLUDES PRIMARY AND NON-CONTRIBUTORY, PER ENDT# CG20010413. POLLUTION LIABILITY BROAD COVERAGE FOR AUTOMOBILE LIABILITY, PER ENDT# CA99481013

WAIVER OF SUBROGATION APPLIES TO THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL, AS REPECTS TO THE GENERAL LIABILITY POLICY, AS PER ENDT# CG24040509; AUTOMOBILE LIABILITY; UMBRELLA IS FOLLOW FORM OF PRIMARY; EXCESS IS FOLLOW FORM OF UMBRELLA, PER ENDT# EXL10021211; AND WORKERS COMPENSATION, PER ENDT# MLXB1520600.

PROPERTY IN TRANSIT LIMIT OF \$50,000

UMBRELLA PROVIDES \$5,000,000 PER OCCURRENCE WITH NATIONWIDE AGRIBUSINESS INSURANCE COMPANY; EXCESS LIABILITY PROVIDES \$10,000,000 XS \$5,000,000 WITH ENDURANCE SPECIALTY INSURANCE COMPANY.

Project or Job #: 50-00116267



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**LAVIGNE OIL COMPANY OF BATON ROUGE, LLC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **C**  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**11203 PROVERBS AVENUE**

City, state, and ZIP code

**BATON ROUGE, LA 70816-4182**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**35 2351959**

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**5/8/18**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## LOUISIANA PREFERENCE

### **Placid Refining Company, LLC**

1940 LA Hwy1 Port Allen, LA

Placid Refining Company supplies Lavigne Oil Company with high-quality fuels from its Port Allen, LA refinery across the Mississippi River from Baton Rouge.

### **ExxonMobil**

3329 Scenic Hwy Baton Rouge, LA; 2545 Paris Rd Chalmette, LA

ExxonMobil, the world's largest publicly traded international oil and gas company, supplies Lavigne Oil Company from both its north Baton Rouge and Chalmette refinery with gasoline and diesel fuel products

### **Motiva Enterprises**

10700 LA Hwy 44 Convent, LA; 143 Firehouse Dr. Kenner, LA

Formed in 1998, Motiva Enterprises partners with Lavigne Oil Company to provide Louisiana businesses with unparalleled fuel options from its 41 refined product storage terminals throughout the eastern and southern United States including its Convent and Kenner, LA refineries.

### **Marathon Petroleum Corporation**

Hwy 61 Garyville, LA

Marathon Petroleum Corporation, the nation's fifth largest transportation fuels refiner, supplies Lavigne Oil Company with high-quality fuels from its Garyville, LA refinery.