



**LAVIGNE OIL COMPANY OF BATON ROUGE, LLC
11203 PROVERBS AVENUE
BATON ROUGE, LA 70816**

BID RESPONSE for:

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 50-00116267

BID DUE DATE: May 5, 2016 2:00 PM CST

INDEX

1. Bid
2. Copy of OPIS New Orleans, Louisiana issued the week of March 14, 2016
3. State of Louisiana Secretary of State - Lavigne Oil Company of Baton Rouge, LLC
4. Insurance Certificate Of Liability
5. Louisiana Preference



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000116267 TWO (2) YEAR CONTRACT FOR SUPPLY OF DIESEL AND
GASOLINE (BULK FUEL)**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
02-May-2016 03:27:08 PM



Bid Number 50 - 00116267

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

BID DUE DATE: April 28, 2016 at 2:00 P.M.

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
Buyer Name: Ms. Sidney Duffy, Buyer II
Buyer Email: sduffy@jeffparish.net
Buyer Phone: 504-364-2682**

Two (2) Year Contract for a Supply of Diesel and Gasoline (Bulk Fuel) for the Jefferson Parish Department of Fleet Management**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.
 - 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 requirement, so actual Ethanol use may be higher. The standard will be met by blending 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 14, 2016 through October 13, 2018.
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) 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 1st, the existing contract shall automatically extend until the end of the calendar year.

ATTACHMENT A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Attachment A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 calendar days from the bid opening date. Failure to submit applicable certifications with the allotted 10 calendar days from the bid opening date will result in bid rejection. Bid number 50-116267, Two Year Contract for Bulk Fuel – Diesel and Gasoline for Jefferson Parish Department of Fleet Management,

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

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in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

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purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each

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classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

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contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

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maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

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the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

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construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to “mechanics and laborers” with a value greater than \$100,000.00)

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

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receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of

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plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the

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acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal*

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agency except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

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(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

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The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary

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may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with 10 day documents)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with 10 day documents)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) 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:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

ACCESS TO RECORDS

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The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, 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.
- (2) 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.
- (3) 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.

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 preapproval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. 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.

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.

ATTACHMENT A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Attachment A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 calendar days from the bid opening date. Failure to submit applicable certifications with the allotted 10 calendar days from the bid opening date will result in bid rejection. Bid number 50-116267, Two Year Contract for Bulk Fuel – Diesel and Gasoline for Jefferson Parish Department of Fleet Management,

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, MILTON E LAVIGNE III PRESIDENT, hereby certify on
(name and title of bidder's official)

behalf of LAVIGNE OIL COMPANY OF BR LLC that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 4TH day of MAY, 2017.

By [Signature]
(signature of authorized official)

PRESIDENT
(title of authorized official)

ATTACHMENT A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Attachment A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 calendar days from the bid opening date. Failure to submit applicable certifications with the allotted 10 calendar days from the bid opening date will result in bid rejection. Bid number 50-116267, Two Year Contract for Bulk Fuel – Diesel and Gasoline for Jefferson Parish Department of Fleet Management,

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

MILTON E LAVIGNE III PRESIDENT
(Name and Title of bidder's official)

LAVIGNE OIL COMPANY OF OR, LLC
(Name of bidder/company)

11203 PROVERBS AVE
(Address)

BATON ROUGE LA 70814
(Address)

PHONE 225-952-7900 FAX 225-952-7901

EMAIL anne@lavigneoilbr.com

 Signature 5/4/14 Date

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00116267

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR SUPPLY OF DIESEL AND GASOLINE FOR THE JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT		
1	2.00	GL	0001 - DIESEL TREATMENT ONLY PRICE PER GALLON OF TREATED LOW SULPHUR DIESEL	10.00	20.00
2	100.00	GL	0002 - GASOLINE - UNLEADED (ETHANOL 10 PERCENT) GALLONS MORE OR LESS DELIVERED IN QUANTITIES OF 4501 GALLONS OR MORE TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS	1.5044	150.44
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.	1.6056	802.80
4	100,000.00	GL	0004 - DIESEL TAXABLE TAXABLE DIESEL: LOW SULFUR HIGHWAY USE LIGHT DIESEL #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.	1.4580	145,800.00
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.	1.5592	77,960.00
6	10,000.00	GL	0006 - DIESEL NON-TAXABLE NON-TAXABLE DIESEL: HIGH OR LOW SULFUR/OFF ROAD LIGHT DIESEL #2, IN ACCORDANCE WITH SPECIFICATIONS, TRADE NAME OR EQUIVALENT GALLONS MORE OR LESS TO BE DELIVERED IN QUANTITIES OF 4501 GALLONS OR MORE. TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	1.2629	12,629.00
7	10,000.00	GL	0007 - DIESEL NON-TAXABLE GALLONS MORE OR LESS TO BE DELIVERED IN	1.3641	13,641.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00116267

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
8	72.00	HR	QUANTITIES OF 4500 GALLONS OR LESS. TANK WAGON DELIVERY IN ACCORDANCE WITH SPECIFICATIONS. 0008 - FUEL TANKERS COST OF EACH TANKER RENTAL PER HOUR	100.00	7200.00
9	72.00	HR	0009 - FUEL TANKER COST OF EACH BOBTAIL TANKER RENTAL PER HOUR	100.00	7200.00
10	72.00	HR	0010 - FUEL TANKERS COST OF DRIVERS DRIVER FOR TWO (2) FUEL TANKERS COST PER HOUR FOR EACH DRIVER	50.00	3600.00
11	72.00	HR	0011 - FUEL TANKER COST OF DRIVER DRIVER FOR TWO (2) BOBTAIL TANKERS COST PER HOUR FOR EACH DRIVER	50.00	3600.00

DATE: 4/13/2016

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00116267

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

Page: 1

BUYER: SDuffy@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 4/28/2016 AND PUBLICLY OPENED THEREAFTER.

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 must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from www.purchasing.jeffparish.net and clicking on Vendor Information.

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 and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. 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.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

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. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

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.

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).

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. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

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(l), 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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.
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. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
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 (in Original Format) required; Non-Collusion Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. 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 for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. 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 for the bid to be considered responsive.

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.

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: \$ 272,603.24

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.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, 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

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 ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: _____

MILTON E LAVIGNE III (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized PRESIDENT of LAVIGNE OIL COMPANY OF BATON ROUGE, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00116267, 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.

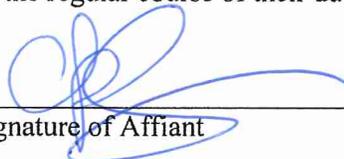
Choice B There are **NO** debts which would require disclosure under Choice A of this section.

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.



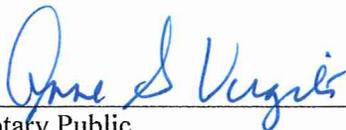
Signature of Affiant

MILTON E LAIGONE, III

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 4TH DAY OF MAY, 2016.



Notary Public

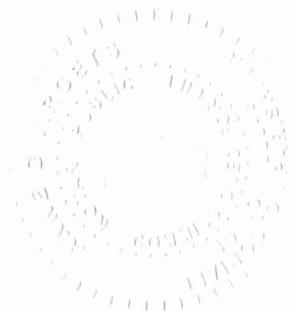
Anne G Virgetis

Printed Name of Notary

133343

Notary/Bar Roll Number

My commission expires NEVER.



INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.

1. 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.

2. 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.

3. 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.

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.

UMBRELLA LIABILITY COVERAGE

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

CONSTRUCTION AND RENOVATION PROJECTS:

Unless otherwise specified in the bid, these additional insurance is required. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

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

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.

NOTE for CERTIFICATE HOLDER:

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014

NEW ORLEANS, LA

2016-03-14 17:01:57 EDT

OPIS CLOSING BENCHMARK FILE

OPIS NET CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero DS	b 1-10	-- --	-- --	-- --	-- --	172.26	- .45	03/11	18:00
LOW RACK		-- --		-- --		172.26			
HIGH RACK		-- --		-- --		172.26			
RACK AVG		-- --		-- --		172.26			
BRD LOW RACK		-- --		-- --		172.26			
BRD HIGH RACK		-- --		-- --		172.26			
BRD RACK AVG		-- --		-- --		172.26			
CONT AVG-03/14		-- --		-- --		174.00			
CONT NET AVG-03/14		-- --		-- --		172.26			
CONT NET LOW-03/14		-- --		-- --		172.26			
CONT NET HI-03/14		-- --		-- --		172.26			

NEW ORLEANS, LA

2016-03-14 17:01:57 EDT

OPIS CLOSING BENCHMARK FILE

OPIS NET CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Shell	u N-10	121.47	- .95	137.47	- .95	174.47	- .95	03/11	18:00
Citgo	b 1-10	122.22	- .83	132.32	- .83	171.22	- .83	03/11	18:00
Valero	b 1-10	122.76	- .45	134.89	- .45	173.00	- .45	03/11	18:00
Valero DS	b 1-10	122.76	- .45	134.89	- .45	173.00	- .45	03/11	18:00
XOM	b 1-10	123.11	- 1.25	134.99	- 1.25	172.61	- 1.25	03/11	19:00
Shell	b 125-3	123.19	- .61	137.19	- .60	173.19	- .61	03/11	18:00
Chevron	b 1t45c	123.35	- .40	135.14	+ 1.10	173.35	- .40	03/11	18:00
Texaco	b 1t45c	123.35	- .40	135.14	+ 1.10	173.35	- .40	03/11	18:00
Placid	u Net	124.55	- 1.25	145.20	- 1.25	168.20	- 1.25	03/11	18:00
Valero	u N-10	125.20	+ 1.10	141.70	+ 1.10	173.70	+ 1.10	03/11	18:00
PBFEnergy	u Net	126.16	- .65	149.40	+ 3.16	175.40	+ .48	03/11	18:00
Global	u 1-10	158.65d	- 1.14	163.29	- .92	171.92	- .50	03/12	00:01
LOW RACK		121.47		132.32		168.20			
HIGH RACK		126.16		163.29		175.40			
RACK AVG		123.47		140.14		172.78			
BRD LOW RACK		122.22		132.32		171.22			
BRD HIGH RACK		123.35		137.19		173.35			
BRD RACK AVG		122.96		134.94		172.82			
UBD LOW RACK		121.47		137.47		168.20			
UBD HIGH RACK		126.16		163.29		175.40			
UBD RACK AVG		124.35		147.41		172.74			
CONT AVG-03/14		124.28		141.10		173.98			
CONT NET AVG-03/14		123.47		140.14		172.78			
CONT NET LOW-03/14		121.47		132.32		168.20			
CONT NET HI-03/14		126.16		163.29		175.40			

d=not in average

NEW ORLEANS, LA

LOW RETAIL	152.40
AVG RETAIL	169.07
LOW RETAIL EX-TAX	112.88
AVG RETAIL EX-TAX	129.55

NEW ORLEANS, LA

2016-03-14 17:01:57 EDT

OPIS CLOSING BENCHMARK FILE

OPIS NET ULTRA LOW SULFUR DISTILLATE PRICES

								Move		
	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time	
Valero	b 1-10	118.50	- 1.25	-- --	-- --	-- --	-- --	03/11	18:00	
Valero DS	b 1-10	118.50	- 1.25	-- --	-- --	-- --	-- --	03/11	18:00	
Shell	b 125-3	119.01	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Valero	u N-10	119.10	- .20	-- --	-- --	-- --	-- --	03/11	18:00	
Shell	u N-10	119.32	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
XOM	b 1-10	119.36	- .44	-- --	-- --	-- --	-- --	03/11	19:00	
Chevron	b 1t45c	119.69	- 1.50	-- --	-- --	-- --	-- --	03/10	18:00	
Texaco	b 1t45c	119.69	- 1.50	-- --	-- --	-- --	-- --	03/10	18:00	
PBFEnergy	u Net	119.91	+ .94	-- --	-- --	-- --	-- --	03/11	18:00	
Placid	u Net	120.02	- .25	-- --	-- --	-- --	-- --	03/11	18:00	
Citgo	b 1-10	120.09	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Citgo	u 1-10	120.09	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Global	u 1-10	154.30d	- .18	-- --	-- --	-- --	-- --	03/12	00:01	
LOW RACK		118.50		-- --		-- --				
HIGH RACK		120.09		-- --		-- --				
RACK AVG		119.44		-- --		-- --				
BRD LOW RACK		118.50		-- --		-- --				
BRD HIGH RACK		120.09		-- --		-- --				
BRD RACK AVG		119.26		-- --		-- --				
UBD LOW RACK		119.10		-- --		-- --				
UBD HIGH RACK		120.09		-- --		-- --				
UBD RACK AVG		119.69		-- --		-- --				
CONT AVG-03/14		120.27		-- --		-- --				
CONT NET AVG-03/14		119.44		-- --		-- --				
CONT NET LOW-03/14		118.50		-- --		-- --				
CONT NET HI-03/14		120.09		-- --		-- --				

d=not in average

NEW ORLEANS, LA

2016-03-14 17:01:57 EDT

OPIS CLOSING BENCHMARK FILE

OPIS NET ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

								Move		
	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time	
Valero	u N-10	119.45	- .20	-- --	-- --	-- --	-- --	03/11	18:00	
Shell	u N-10	119.82	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Citgo	b 1-10	120.68	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Citgo	u 1-10	120.68	- .18	-- --	-- --	-- --	-- --	03/11	18:00	
Placid	u Net	120.75	- .25	-- --	-- --	-- --	-- --	03/11	18:00	
LOW RACK		119.45		-- --		-- --				
HIGH RACK		120.75		-- --		-- --				
RACK AVG		120.28		-- --		-- --				
BRD LOW RACK		120.68		-- --		-- --				
BRD HIGH RACK		120.68		-- --		-- --				
BRD RACK AVG		120.68		-- --		-- --				
UBD LOW RACK		119.45		-- --		-- --				
UBD HIGH RACK		120.75		-- --		-- --				
UBD RACK AVG		120.18		-- --		-- --				
CONT AVG-03/14		120.76		-- --		-- --				
CONT NET AVG-03/14		120.28		-- --		-- --				
CONT NET LOW-03/14		119.45		-- --		-- --				
CONT NET HI-03/14		120.75		-- --		-- --				

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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

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: 10/12/2015

Type: Limited Liability Company

Registered Agent(s)

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

Officer(s)

Additional Officers: No

Officer:	MILTON E. LAVIGNE, III
Title:	Member
Address 1:	11203 PROVERBS AVE.
City, State, Zip:	BATON ROUGE, LA 70816

Amendments on File

No Amendments on file

Print

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.

Buckeye

5507 Hwy 182 S. Opelousas, LA

Buckeye, one of the nation's largest independent petroleum products common carrier pipeline networks supplies Lavigne Oil Company with refined petroleum products from its Opelousas, LA refinery.

Citgo

4401 Hwy 108 Lake Charles, LA

Built in 1944, the Citgo Lake Charles Complex is the fifth-largest refining facility in the United States. Strategically located on 2,000 acres along the banks of the Calcasieu Ship Channel, it supplies Lavigne Oil Company with high-quality transportation fuels and petrochemicals.