

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 N/A

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

One Day ARO

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

N/A

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

FIRM NAME: Retif Oil & Fuel

ADDRESS: 1840 Jutland Dr.

CITY, STATE: Harvey, LA ZIP: 70058

TELEPHONE: (504) 349-9000 FAX: (504) 684-1459

EMAIL ADDRESS: mbowes@retif.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: \_\_\_\_\_

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

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

TOTAL PRICE OF ALL BID ITEMS: \$ 513,074.57

AUTHORIZED SIGNATURE: Kenneth J. Retif

Kenneth J. Retif

Printed Name

TITLE: President

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

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

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00118029

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT, WITH NO OPTION TO RENEW, FOR DISPENSING OF ON-SITE AND OFF-SITE NOTOR FUELS, EAST AND WEST BANK FOR THE DEPARTMENT OF FLEET MANAGEMENT AND ALL JEFFERSON PARISH MUNICIPALITIES		
1	5.00	EA	0001 RELOCATION OF EQUIPMENT AT FACILITY COMPLETE IN PLACE	\$ 3,000.00	\$ 15,000.00
2	5.00	GL	0002 CONSIGNMENT FEE FOR ON-SITE AND OFF-SITE FUEL, INCLUDING FREIGHT	\$ .089	\$ .4450
3	20.00	EA	0003 REPLACEMENT COST OF HOSE COMPLETE IN PLACE	\$ 40.00	\$ 800.00
4	50.00	EA	0004 REPLACEMENT COST OF NOZZLE COMPLETE IN PLACE	\$ 100.00	\$ 5,000.00
5	30.00	EA	0005 REPLACEMENT COST OF HOSE RETRACTOR COMPLETE IN PLACE	\$ 400.00	\$ 12,000.00
6	20.00	EA	0006 REPLACEMENT COST OF DISPENSER COMPLETE IN PLACE	\$ 4,500.00	\$ 90,000.00
7	25.00	EA	0007 REPLACEMENT COST OF BREAKAWAY FITTINGS COMPLETE IN PLACE	\$ 70.00	\$ 1,750.00
8	30.00	EA	0008 REPLACEMENT COST TO SHEAR VALVE COMPLETE IN PLACE	\$ 101.00	\$ 3,030.00
9	10.00	EA	0009 REPLACEMENT COST OF 4,000 GALLON SKID TANK	\$ 6,800.00	\$ 68,000.00
10	50.00	EA	0010 REPLACEMENT OF FILTERS AND PUMPS	\$ 16.00	\$ 800.00
11	5.00	EA	0011 REPLACEMENT COST FOR 4,000 GALLON GALLON CONTAINMENT TANK	\$ 8,000.00	\$ 40,000.00
12	5.00	EA	0012 REPLACEMENT COST FOR 5,000 GALLON SKID TANK	\$ 8,000.00	\$ 40,000.00

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	5.00	EA	0013 REPLACEMENT COST FOR 5,000 GALLON GALLON CONTAINMENT TANK	\$12,000.00	\$60,000.00
14	25.00	EA	0014 REPLACEMENT COST FOR MORRISON CLOCK GAUGES	\$420.00	\$10,500.00
15	5.00	EA	0015 REPLACEMENT COST FOR GAS BOY DISPENSER FOR GASOLINE	\$3,500.00	\$17,500.00
16	10.00	EA	0016 REPLACEMENT COST FOR GAS BOY DISPENSER FOR DIESEL	\$3,500.00	\$35,000.00
17	10.00	EA	0017 REPLACEMENT COST FOR PETRO VEND UNIT	\$6,000.00	\$60,000.00
18	20.00	EA	0018 REPLACEMENT COST FOR 3/4 HP SUB PUMPS	\$1,580.00	\$31,600.00
19	2.00	GL	0019 FUEL TANK FILTER FLUSH UP TO 1,000 GALLONS	\$100.00	\$200.00
20	2.00	GL	0020 FUEL TANK FILTER FLUSH 3,001 TO 4,000 GALLONS	\$400.00	\$800.00
21	2.00	GL	0021 FUEL TANK FILTER FLUSH 4,001 TO 5,000 GALLONS	\$500.00	\$1,000.00
22	2.00	GL	0022 FUEL TANK FILTER FLUSH 5,001 TO 6,000 GALLONS	\$600.00	\$1,200.00
23	2.00	EA	0023 FUEL TANK FILTER FLUSH 6,001 TO 7,000 GALLONS	\$700.00	\$1,400.00
24	2.00	EA	0024 FUEL TANK FILTER FLUSH 7,001 TO 8,000 GALLONS	\$800.00	\$1,600.00
25	2.00	GL	0025 FUEL TANK FILTER FLUSH 9,001 TO 10,000 GALLONS	\$1,000.00	\$2,000.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00118029

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
26	2.00	GL	0026 FUEL TANK FILTER FLUSH 10,001 TO 11,000 GALLONS	\$1,100.00	\$2,200.00
27	2.00	GL	0027 FUEL TANK FILTER FLUSH 13,001 TO 14,000 GALLONS	\$1,400.00	\$2,800.00
28	2.00	GL	0028 FUEL TANK FILTER FLUSH 19,001 TO 20,000 GALLONS	\$2,000.00	\$4,000.00
29	23.00	HR	0029 FUEL TANKER COST OF TANKER RENTAL PER HOUR	\$125.00	\$2,875.00
30	24.00	HR	0030 FUEL TANKER COST OF DRIVER PER HOUR	\$75.00	\$1,800.00
31	30.00	GL	0031 DIESEL, TAXABLE TAXABLE DIESEL	\$1.75955	\$52.79
			LOW SULFUR HIGHWAY USE LIGHT DIESEL #2 IN ACCORDANCE WITH SPECIFICATIONS. TRADE NAME DIESEL #2 OR EQUIVALENT		
			GALLONS OR LESS TO BE DELIVERED IN QUANTITIES OF 4000 GALLONS OR MORE TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS		
32	100.00	GL	0032 UNLEADED GASOLINE 10% ETHANOL MOTOR FUEL PRODUCT SHOULD BE EQUIVALENT TO TEXACO, EXXON OR SHELL.	\$1.66336	\$166.34
			GALLONS MORE OR LESS TO BE DELIVERED IN QUANTITIES OF 4,500 GALLONS OR LESS, TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.		

**Matt Bowes**

**From:** Bob Gaudet  
**Sent:** Thursday, November 03, 2016 4:48 PM  
**To:** Matt Bowes  
**Subject:** FW: OPIS Wholesale Racks with OPIS Spot Mean

---

**From:** opisadmin@opisnet.com  
**Sent:** Thursday, November 3, 2016 4:47:49 PM (UTC-06:00) Central Time (US & Canada)  
**To:** Bob Gaudet  
**Subject:** OPIS Wholesale Racks with OPIS Spot Mean

Account #195428

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

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 36, No. 45 Issued 11-07-16 for Prices confirmed through 11-03-2016  
\*\*OPIS GROSS CLEAR PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	b 1-10	-- --	-- --	-- --	-- --	188.05	- 3.50	11/02	18:00
Valero	u N-10	-- --	-- --	-- --	-- --	185.15	- 4.35	11/02	18:00
LOW RACK		-- --		-- --		185.15			
HIGH RACK		-- --		-- --		188.05			
RACK AVG		-- --		-- --		186.60			
BRD LOW RACK		-- --		-- --		188.05			
BRD HIGH RACK		-- --		-- --		188.05			
BRD RACK AVG		-- --		-- --		188.05			
UBD LOW RACK		-- --		-- --		185.15			
UBD HIGH RACK		-- --		-- --		185.15			
UBD RACK AVG		-- --		-- --		185.15			
5-DAY AVG		-- --		-- --		190.51			

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 36, No. 45 Issued 11-07-16 for Prices confirmed through 11-03-2016  
\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u N-10	135.15	- 4.35	152.15	- 4.35	187.15	- 4.35	11/02	18:00
Placid	u Net	136.60	- 4.50	156.60	- 4.50	190.85	- 4.50	11/02	18:00
Shell	u N-10	138.14	- 2.40	154.14	- 2.40	191.14	- 2.40	11/02	18:00
PBFEnergy	u Net	138.25	- 3.36	162.89	- 4.54	184.58	- 3.37	11/02	18:00
Valero	b 1-10	139.55	- 3.50	152.30	- 3.50	191.55	- 3.00	11/02	18:00
Valero DS	b 1-10	139.55	- 3.50	152.30	- 3.50	191.55	- 3.00	11/02	18:00
Citgo	b 1-10	139.75	- 2.99	151.87	- 2.99	192.27	- 2.99	11/02	18:00
XOM	b 1-10	139.90	- 3.60	151.90	- 3.60	191.90	- 3.60	11/02	19:00
Shell	b 125-3	140.08	- 4.46	154.26	- 4.45	192.74	- 4.45	11/02	18:00
Chevron	b 1t45c	140.50	- 3.30	152.40	- 3.30	192.00	- 3.30	11/02	18:01
Texaco	b 1t45c	140.50	- 3.30	152.40	- 3.30	192.00	- 3.30	11/02	18:01
LOW RACK		135.15		151.87		184.58			
HIGH RACK		140.50		162.89		192.74			
RACK AVG		138.91		153.93		190.70			
BRD LOW RACK		139.55		151.87		191.55			
BRD HIGH RACK		140.50		154.26		192.74			
BRD RACK AVG		139.98		152.49		192.00			
UBD LOW RACK		135.15		152.15		184.58			
UBD HIGH RACK		138.25		162.89		191.14			
UBD RACK AVG		137.04		156.45		188.43			
5-DAY AVG		142.48		157.44		193.97			

NEW ORLEANS, LA  
 LOW RETAIL 185.60  
 AVG RETAIL 202.45  
 LOW RETAIL EX-TAX 146.09  
 AVG RETAIL EX-TAX 162.93

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
 Vol 36, No. 45 Issued 11-07-16 for Prices confirmed through 11-03-2016  
 \*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Valero	u N-10	145.40	- 3.40	-- --	-- --	-- --	-- --	11/02	18:00
PBFEnergy	u Net	145.80	- 3.29	-- --	-- --	-- --	-- --	11/02	18:00
Placid	u Net	145.97	- 3.00	-- --	-- --	-- --	-- --	11/02	18:00
Shell	u N-10	147.34	- 2.05	-- --	-- --	-- --	-- --	11/02	18:00
XOM	b 1-10	148.47	- 3.27	-- --	-- --	-- --	-- --	11/02	19:00
Valero	b 1-10	148.50	- 2.65	-- --	-- --	-- --	-- --	11/02	18:00
Valero DS	b 1-10	148.50	- 2.65	-- --	-- --	-- --	-- --	11/02	18:00
Citgo	b 1-10	148.70	- 3.00	-- --	-- --	-- --	-- --	11/02	18:00
Citgo	u 1-10	148.70	- 3.00	-- --	-- --	-- --	-- --	11/02	18:00
Shell	b 125-3	148.83	- 2.07	-- --	-- --	-- --	-- --	11/02	18:00
Chevron	b 1t45c	150.20	- 2.50	-- --	-- --	-- --	-- --	11/02	18:01
Texaco	b 1t45c	150.20	- 2.50	-- --	-- --	-- --	-- --	11/02	18:01
LOW RACK		145.40		-- --		-- --			
HIGH RACK		150.20		-- --		-- --			
RACK AVG		148.05		-- --		-- --			
BRD LOW RACK		148.47		-- --		-- --			
BRD HIGH RACK		150.20		-- --		-- --			
BRD RACK AVG		149.06		-- --		-- --			
UBD LOW RACK		145.40		-- --		-- --			
UBD HIGH RACK		148.70		-- --		-- --			
UBD RACK AVG		146.64		-- --		-- --			
5-DAY AVG		153.06		-- --		-- --			

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
 Vol 36, No. 45 Issued 11-07-16 for Prices confirmed through 11-03-2016  
 \*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Valero	u N-10	145.90	- 3.40	-- --	-- --	-- --	-- --	11/02	18:00
Placid	u Net	147.30	- 3.50	-- --	-- --	-- --	-- --	11/02	18:00
Shell	u N-10	147.84	- 2.05	-- --	-- --	-- --	-- --	11/02	18:00
Citgo	b 1-10	149.30	- 3.00	-- --	-- --	-- --	-- --	11/02	18:00
Citgo	u 1-10	149.30	- 3.00	-- --	-- --	-- --	-- --	11/02	18:00
LOW RACK		145.90		-- --		-- --			
HIGH RACK		149.30		-- --		-- --			
RACK AVG		147.93		-- --		-- --			
BRD LOW RACK		149.30		-- --		-- --			
BRD HIGH RACK		149.30		-- --		-- --			
BRD RACK AVG		149.30		-- --		-- --			
UBD LOW RACK		145.90		-- --		-- --			
UBD HIGH RACK		149.30		-- --		-- --			
UBD RACK AVG		147.59		-- --		-- --			
5-DAY AVG		153.07		-- --		-- --			

Copyright, Oil Price Information Service

OPIS NEWSLETTER PRICES - MOBILE, AL  
 Vol 36, No. 45 Issued 11-07-16 for Prices confirmed through 11-03-2016  
 \*\*OPIS GROSS CLEAR PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
BP	b 1-10	-- --	-- --	197.98	- 5.26	-- --	-- --	11/02	18:00
Shell	b 125-3	-- --	-- --	200.08	- 3.95	-- --	-- --	11/02	18:00
Shell	u N-10	-- --	-- --	199.08	- 3.40	-- --	-- --	11/02	18:00
LOW RACK		-- --		197.98		-- --			
HIGH RACK		-- --		200.08		-- --			
RACK AVG		-- --		199.05		-- --			

OPIS GULF COAST SPOT MEAN - 11/02

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Retif Oil & Fuel  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Retif Oil & Fuel  
INCORPORATED, DULY NOTICED AND HELD ON 11/17/16,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT Kenneth J. Retif, 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

11/17/16

DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Kenneth J. Retif  
\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized President of Retif Oil + Fuel (Entity),  
the party who submitted a bid in response to Bid Number 50-00118029, 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.

Kenneth J. Retif  
Signature of Affiant

Kenneth J. Retif  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 21 DAY OF November, 2016.

P. Gaudin  
Notary Public

Pierre F. Gaudin  
Notary Public-Bar No. 5976  
1088 Fourth Street  
Gretna, Louisiana 70053  
Telephone: (504) 368-6500

5976  
Notary/Bar Roll Number

My commission expires Death.

Print

## Notary Search - Detail

**Name:** MR. PIERRE FRANCIS GAUDIN  
**Address:** 1088 4TH STREET  
GRETNA, LA 70053

**Phone:** (504) 838-6100

**Notary ID Number:** 36740  
**Parish:** JEFFERSON with STATEWIDE JURISDICTION  
**Agency:** N/A  
**Notary Type:** Attorney  
**Bar Roll #:** 5976

**Status:** Active

**Commission Date:** 07/25/1967  
**Oath Date:** Unknown  
**Surety Expiration Date:** Not Required  
**Annual Report Current:** Not Applicable

[Back to Search Results](#)[New Search](#)

Print

## Notary Search - Detail

**Name:** MR. PIERRE F. GAUDIN JR.  
**Address:** 1088 4TH ST.  
GRETNA, LA 70053

**Phone:** (504) 368-6500

**Notary ID Number:** 36739  
**Parish:** JEFFERSON with STATEWIDE JURISDICTION  
**Agency:** N/A  
**Notary Type:** Attorney  
**Bar Roll #:** 5976

**Status:** Active

**Commission Date:** 10/23/1981  
**Oath Date:** 10/22/1981  
**Surety Expiration Date:** Not Required  
**Annual Report Current:** Not Applicable

[Back to Search Results](#)[New Search](#)

## **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*



**STANDARD INSURANCE REQUIREMENTS – PUBLICLY ADVERTISED BIDS**

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

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

**JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

**WORKER'S COMPENSATION INSURANCE**

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

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

**COMMERCIAL GENERAL LIABILITY**

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

**COMPREHENSIVE AUTOMOBILE LIABILITY**

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

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

**DEDUCTIBLES**

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

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

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

1) **OWNER'S PROTECTIVE LIABILITY**

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

2) **BUILDER'S RISK INSURANCE**

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



**Bid Number 50-00118029**

**TWO (2) YEAR CONTRACT, WITH NO OPTION TO RENEW, FOR  
DISPENSING OF ON-SITE AND OFF-SITE CONSIGNMENT MOTOR FUELS,  
EAST AND WEST BANK FOR THE DEPARTMENT OF FLEET  
MANAGEMENT AND ALL JEFFERSON PARISH MUNICIPALITIES**

**BID DUE: NOVEMBER 29, 2016 AT 2:00 PM**

**ATTENTION VENDORS!!!**

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

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053**

**Buyer Name: Misty A. Camardelle  
Buyer Email: [mcamardelle@jeffparish.net](mailto:mcamardelle@jeffparish.net)  
Buyer Phone: 504-364-2683**



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda J. Campos  
Director

## CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

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

Effective August 1, 2016, please be advised:

- Affidavits (Non-Public Works Affidavit or Public Works Affidavit) – as you are aware, bidders are required to submit affidavits pursuant to LA public bid law and Jefferson Parish Code of Ordinances. Bidders must read each bid package to ensure compliance. Effective August 1<sup>st</sup>, ***affidavits are required with bid submission***. While copies are acceptable to include with bid submission, original affidavits are required upon contract execution. Original affidavits are encouraged with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must continue producing final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

These changes are pursuant Louisiana Public Bid Law more specifically, Act 406 of the 2016 Louisiana Legislative Regular Session. For the purposes of this communication, this change applies to Jefferson Parish Government bid solicitations only. For more information, please call Jefferson Parish Purchasing at 504-364-2678.

**TWO (2) YEAR CONTRACT WITH NO OPTION TO RENEW FOR DISPENSING OF ON-SITE AND OFF-SITE CONSIGNMENT MOTOR FUELS, EAST AND WEST BANK FOR THE DEPARTMENT OF FLEET MANAGEMENT AND ALL JEFFERSON PARISH AGENCIES AND MUNICIPALITIES**

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

Jefferson Parish reserves the right to award contract 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.

**Bid Instructions:**

It is the intent of the specification to provide for the purchase of dispensing of on-site and off-site consignment motor fuels for the Parish of Jefferson, Louisiana, East and West Banks, Grand Isle. Award shall be based on the on-site and off-site consignment fee price per gallon for both branded and unbranded motor fuels in conjunction with the estimated fuel usage and on the total number of sites conveniently located to address the needs of the cities and the parish. Contractor shall invoice the Parish on a weekly basis for only the motor fuels dispensed into authorized vehicles. Annual usage of motor fuel by Jefferson Parish is approximately one million (1,000,000) gallons.

Contract shall be for two (2) years with no option to extend.

**Contractor's Requirement:**

The successful contractor shall have sixty (60) days from the date of the award letter in which to implement this system. The contractor, at his sole cost, shall furnish all necessary hardware and software needed to implement the proposed automated fuel system. Also, the contractor shall provide, at his cost, all cards, including replacements for a one card system

The contractor shall provide the routine maintenance of all equipment on all of the fuel islands. Replacement of the following items resulting from misuse by the owner (Jefferson Parish) shall be paid for at the cost bid for each: hose, nozzle, hose retractor, dispensers, hose breakaway couplings and shear valve.

Parish reserves the right to supply parts meeting manufacturer's specifications. Any parts not listed on this form should be at supplier's actual invoice price (forward to Central Garage). The parts furnished must be equal, or equivalent to O.E.M. or name brand products.

In an emergency situation, weather, fuel shortage, flooding, etc., the contractor shall ensure that the owner (Jefferson Parish) has adequate fuel supply for daily operations. The Parish shall be first priority should fuel be rationed during the life of the contract.

**Parish:**

The Parish, at its cost, shall furnish a telephone transmission line for computer communication and a power source; including all monthly telephone and electric charges for all of the on-premise locations.

**On-Consignment Requirements:**

On-Consignment, for the purpose of the bid, shall be described as follows:

1. Motor fuels as listed (the physical inventory)
2. Complete fuels tank management, including inventory reporting and routine leak detection monitoring.
3. Pump totalizer accounting.
4. Routine facilities management, including equipment, maintenance, and service management.
5. Assume the cost of inventory shortage
6. A one card system (i.e., vehicle cards) required to activate the fuel dispensing.

**Reports:**

Contractor, at its sole expense, shall provide weekly reporting to the Parish to substantiate the fuel invoice. The required weekly report shall include the following:

1. Vehicle department
2. Vehicle number and description
3. Date and time of fueling
4. Name of driver or fueler
5. Location of fueling
6. Vehicle mileage
7. Gallons dispensed into vehicle
8. Type of fuel
9. Price and extended total of fueling
10. Miles per gallon of vehicle
11. Reporting processed through an online module in a format reasonably accepted and readily accessible to Parish employees.

Monthly reports shall include the following:

1. Monthly recap of weekly report information
2. Beginning and ending mileage
3. Provision for maintenance service description and amounts
4. Cost per mile for fuels used for each vehicle
5. Any additional reports required by the Parish will be reimbursed at the contractor's actual cost only

**Audits:**

The Parish reserves the right to have its representatives inspect or audit the records maintained by the products and services described herein. The Parish shall, at its own expense, audit tank loads for compliance to the specifications. Fuel found not to be in compliance with the specifications shall be removed and replaced by the contractor at no additional cost to the owner.

**On-Premise locations:**

Contractor shall supply the following locations with the on- consignment motor fuels for the Parish. On-Site fuel tanks should maintain 65% capacity at all times.

**East Bank:**

1. Jefferson Parish East Bank Maintenance Facility, Suite A, 4901 Jefferson Highway, Jefferson, LA
2. Jefferson Parish Department of Streets, 211 North Arnoult Road, Jefferson, LA. 70123

**West Bank:**

1. Jefferson Parish W.J. Streets Dept., 5701 Belle Terre Road, Marrero, LA 70072
2. Jefferson Parish Department of Sewerage, 6250 Lapalco Blvd., Marrero, LA 70072
3. Jefferson Parish West Bank Maintenance Facility, 1501 River Park Rd., Bridge City, LA
4. And any other site deemed necessary by Jefferson Parish
5. Fuel Site located at the Town of Grand Isle

The contractor shall invoice Jefferson Parish on a weekly basis for only the motor fuels dispensed into authorized vehicles.

**Independent Contractor:**

While in the performance of service or carrying out other obligations under this agreement, the contractor shall be acting in the capacity of independent contractors, and not as employees of the Parish. The Parish shall not be obligated to any person, firm, or corporation for any obligations of the contractor. The contractor shall be authorized to represent the Parish with respect to services being performed. Dealings with other agencies, and administration and control of construction contracts as intended by the provisions hereof.

**Off-Premise Locations:**

In addition to on-premised sites, the contractor, at his sole cost and expense shall provide adequate off-premise locations (fueling and stations) to meet the Parish's fueling requirement, to ensure that the Parish may efficiently and conveniently refuel its vehicles. The distance between any fueling stations within Jefferson Parish shall not exceed ten (10) miles from any point within Jefferson Parish. More specifically, Parish employees will not have to drive more than ten (10) miles to re-fuel in Jefferson Parish.

The only exception being the portion of Jefferson Parish known as the town of Grand Isle. The contractor shall provide at least one (1) refueling station within the town of Grand Isle. As an additional requirement, at least fifty (50%) percent of the fueling stations provided by the contractor shall, at his sole expense, operate on a twenty-four (24) hour, seven (7) day a week basis. This percentage shall apply to sites situated on both the East and West Banks of the Mississippi river, and to the town of Grand Isle. Contractor shall provide an attached list of all fueling station sites at the time their bid is submitted.

**Bid requirements:**

Prices included shall include all fees involved in the on-site and off-site consignment program (see above). The price per gallon paid to the contractor for on-site and off-site fuel shall be the average unbranded price for each fuel provided for Jefferson Parish, Louisiana as contained in the pad 3 gasoline and distillate reseller price per Oil Price Information Service (OPIS), 4550 Montgomery Avenue, Suite

700, North Bethesda, MD, 0814. Prices per gallon shall be adjusted each week in accordance with the OPIS reports.

The motor fuels and service fees shall be added together for the price per gallon to be charged to the Parish. The fee (on-consignment and off-premise) shall remain constant throughout the entire term of this contract. If the Parish has to purchase fuel from another supplier due to the failure of the contractor's services or equipment, the contractor shall reimburse the Parish. The Parish shall receive a check for the difference paid for fuel purchased from another supplier and the price from the contractor. The Parish shall make a reasonable effort to purchase from the contractor at all times. If the contractor is unable to provide fuel or proper service, the Parish may have the tanks filled. Should this occur, the contractor shall continue to provide all reporting and inventory records and compensation shall be the price per gallon as bid in this proposal. Contractor must supply the Oil Price Information Service (Newsletter Pricing Report) publication to Jefferson Parish weekly with contractor's invoice. Pumps shall be calibrated on a semi-annual basis. **This contract, for bid purposes, should use the OPIS Newsletter pricing for New Orleans, Louisiana the week of November 2, 2016.**

**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.

**Fuel Tankers:**

(For Emergency Events (Hurricanes/Flood/Etc.)

Vendor must provide one (1) fuel tanker and driver on an as needed basis to be available within a twenty-four (24) hour notice during Hurricane Season or any other declared emergency.

Trucks are to arrive fully filled at designated locations on the east bank of Jefferson Parish. They MUST have full access to company owned depots to refuel as needed. Jefferson Parish MUST have first priority rights to the company's fuel depots for the duration of the emergency. The fuel tanker is to have an 8,500 gallon capacity and to be filled with 4,000 gallons of diesel fuel and 4,500 gallons unleaded fuel. Truck and driver will remain under the direction of the Jefferson Parish President for the duration of the emergency.

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

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

Jefferson Parish will pay for the time that the driver is under the direction of Jefferson Parish.

The EPA Energy Policy Act of 2005 states “the national standard application to gasoline refiners and importers for 2008 is 7.776 percent of gasoline production and imports. The expectation is that, on average, the national pool of gasoline will contain at least 7.76% of ethanol – the RFS standard in minimum requirement. Increasingly, gasoline without ethanol will be more difficult to find and it may be limited to certain areas. The change to ethanol gasoline will not affect pricing under our current contract and due to changes no additional equipment is needed at any of our on-site fueling locations.

Pricing to be for one (1) fuel tanker and one (1) driver.

**Performance Bond:**

A performance bond in the amount of \$100,000.00 will be required for this bid.

**Contract:**

If you are successful bidder you will be required to execute a contract in accordance with Resolution No. 113646 and all amendments thereto.

DATE: 10/26/2016

INVITATION TO BID  
THIS IS NOT AN ORDER

BID NO.: 50-00118029

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

Page: 1

BUYER: MCAMARD@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, 11/29/2016 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 should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and by clicking on Vendor Information. While Jefferson Parish may have these on file, all bidders should furnish their current W-9 Form and respective Tax Identification Numbers with bid submission; records on file may be invalid or expired. The successful bidder must submit a W-9 Form and respective Tax Identification Number upon contract execution. Failure to do so may result in delay of payment.

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

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

Bidders should submit all questions in writing 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. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

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

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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

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. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit 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.

**5, 6, 8, 10, 11, 12, 13, 15**

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

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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

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



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda J. Campos  
Director

November 28, 2016

ADDENDUM # 1

Bid No.: 50-00118029

Bid Opening Date: November 29, 2016

Bid Opening Extension Date: December 8, 2016

For: Two (2) Year Contract, With No Option to Renew, for Dispensing of On-Site and Off-Site Consignment Motor Fuels, East and West Bank for the Department of Fleet Management and All Jefferson Parish Municipalities

---

CLARIFICATIONS.

Question: Please clarify the pricing structure. OPIS average unbranded adjusted each week? Prior Thursday posting? Current week?

Answer: pricing should be based on the OPIS PADD 3 New Orleans, LA rack unbranded average of the specified fuel type on the date captioned on page SP-4 of bid 50-118029. Weekly pricing for the successful bidder is OPIS's PADD 3 New Orleans, LA rack unbranded average of prices confirmed through Thursday and issued Sunday for a given week. All other relevant fees and taxes in this pricing structure are held constant throughout the contract.

Question: What is the annual on-site volume? What is the annual off-site volume?

Answer: We have been trending down over the last several years and are averaging approximately 750,000.00 on-site gallons annually. We have been trending up over the last several and are averaging approximately 57,000.00 gallons off-site gallons annually.

The bid opening date is being extended until December 8, 2016 at 2:00 pm.

Sincerely,

*Misty A. Camardelle*

---

Misty A. Camardelle, Buyer II  
Jefferson Parish Purchasing Department

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

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

General Government Bldg. – 200 Derbigny St – Suite 4400 - Gretna, LA 70053

Office 504.364.2678 – Fax 504.364.2693

Email: [Purchasing@jeffparish.net](mailto:Purchasing@jeffparish.net) Website: [www.jeffparish.net](http://www.jeffparish.net)

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Retif Oil & Fuel, LLC, 1840 Jutland Drive, Harvey, Louisiana 70058-2361

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson Parish Purchasing Department

as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent (5%) of the Total Amount Bid-----Dollars,**  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

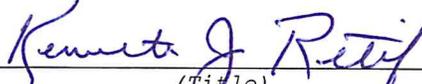
WHEREAS, the Principal has submitted a bid for **BID NO.: 50-00118029, TWO (2) YEAR CONTRACT, WITH NO OPTION TO RENEW, FOR DISPENSING OF ON-SITE AND OFF-SITE MOTOR FUELS, EAST AND WEST BANK FOR THE DEPARTMENT OF FLEET MANAGEMENT AND ALL JEFFERSON PARISH MUNICIPALITIES**

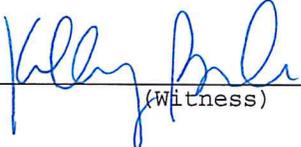
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid. Neither the Contractor nor the Surety under this bond and bid to which it is attached will be held responsive unless prior to the execution of the contract the Owner demonstrates to the Surety complete ability to make all payments to the Contractor according to the terms of the contract then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **29th**

day of **November 2016**

  
\_\_\_\_\_  
(Witness)

**RETIF OIL & FUEL, LLC**  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
(Surety) (Seal)  
  
\_\_\_\_\_  
**Norma Toups, (Title) Louisiana Agent and Attorney-in-Fact**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230195

Certificate No. 006954047

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Raymond J. Posecai Jr., Donald Beery, Thomas J. McMahon Jr., Elizabeth M. Blancher, Robert L. Swayze, Beverly Jo Baumy, Norma Toups, Corey Michael Manning, and Clinton James Roming III

of the City of Metairie, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2016

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

# Entity Dashboard

[Entity Overview](#)

## Entity Registration

- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)

## Exclusions

- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

## RETIF OIL & FUEL, L.L.C.

DUNS: 034268581 CAGE Code: 0GJP7  
Status: Expired

527 DESTREHAN AVE  
HARVEY, LA, 70058-2737,  
UNITED STATES

Expiration Date: 11/20/2015  
Purpose of Registration: All Awards

## Entity Overview

### Entity Registration Summary

**Name:** RETIF OIL & FUEL, L.L.C.  
**Doing Business As:** RETIF OIL & FUEL-EXXON  
**Business Type:** Business or Organization  
**Last Updated By:** Matthew Bowes  
**Registration Status:** Expired  
**Activation Date:** 11/20/2014  
**Expired On:** 11/20/2015

### Exclusion Summary

Active Exclusion Records? No



32818

**W-9** Request for Taxpayer Identification Number and Certification

Form (Rev. January 2005) Department of the Treasury Internal Revenue Service

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

Name (as shown on your income tax return)  
**RETIF OIL & FUEL L.L.C.**

Business name, if different from above

Check appropriate box:  Individual/ Sole proprietor  Corporation  Partnership  Other **L.L.C.**  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**P.O. BOX 53295**

City, state, and ZIP code  
**NEW ORLEANS, LA 70153-3295**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

or

Employer identification number  
**7 2 6 0 2 9 7 5 3**

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Angela J. Bates* Date *12/14/07*

**Purpose of Form**

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.