

JEFFERSON PARISH

SEALED BID

BID DUE DATE:
JULY 19, 2022 @ 2PM

BID FOR:
**TWO YEAR CONTRACT FOR SUPPLY OF
DIESEL AND GASOLINE FOR THE
JEFFERSON PARISH DEPARTMENT OF
FLEET MANAGEMENT**

BID NUMBER
50-00138598

WWW.JEFFPARISHBIDS.NET

BY:
SUN COAST RESOURCES, INC.
C/O NATIONAL SALES & SUPPLY
6405 CAVALCADE, BUILDING 1
HOUSTON, TX 77026
NATIONAL@SUNCOASTRESOURCES.COM
713-429-6702 DIRECT

DATE: 6/22/2022

Page: 6

BID NO.: 50-00138598

BID FORM
Non Public Works

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

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

Are you requesting an escalation provision?

YES X NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED unknown at this time.

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 1 year.

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 24 Hours once order is placed.

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

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Sun Coast Resources, Inc.

ADDRESS: 6405 Cavalcade St., Bldg. 1

CITY, STATE: Houston, TX ZIP: 77026

TELEPHONE: (713) 429-6702 FAX: () N/A

EMAIL ADDRESS: national@suncoastresources.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 by placing the addendum number 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: \$ 891,689.52

AUTHORIZED SIGNATURE: 

Terri Bateman

Printed Name

TITLE: Director of National Sales & Supply

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.

CONFIDENTIAL

DATE: 6/22/2022

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00138598

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO YEAR CONTRACT FOR SUPPLY OF DIESEL AND GASOLINE (BULK FUEL) FOR THE JEFFERSON PARISH DEPARTMENT OF FLEET MANAGEMENT.		
1	25.00	GL	0001 - DIESEL TRETMENT ONLY PRICE PER GALLON OF TREATED LOW SULFUR DIESEL.	+ .0500	1.25
2	6,749.00	GL	0002 - GASOLINE-UNLEADED (ETHANOL 10%) GALLONS MORE OR LESS DELIVERED IN QUANTATIES OF 4501 GALLONS OR MORE. TRANSPORT DELIVERY IN ACCOURDANCE WITH SPECIFICATIONS.	+ .6600	4,454.34
3	10,460.50	GL	0003 - GASOLINE-UNLEADED GALLONS MORE OR LESS TO BE DELIVERED QUANTITIES OF 4500 GALLONS OR LESS. TANK WAGON DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	+ .8400	8,786.82
4	25.00	GL	0004 - DIESEL TAXABLE TAXABLE DIESEL: LOW SULFUR HIGHWAY USE LIGHT DIESEL #2, IN ACCORDANCE WITH SPECIFICATIONS. TRADE NAME DIESELT #2, OR EQUIVALENT. GALLONS MORE OR LESS TO BE DELIVERED IN QUANTITIES OF 4501 GALLONS OR MORE TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	+1.49	37.25
5	9,550.00	GL	0005 - DIESEL TAXABLE GALLONS MORE OR LESS TO BE DELIVERED IN TANK WAGON DELIVERY OF 4500 GALLONS OR LESS IN ACCORDANCE WITH SPECIFICATIONS.	+1.35	12,892.50
6	698,261.00	GL	0006 - DIESEL NON-TAXABLE NON-TAXABLE DIESEL: HIHG OR LOW SULFER/OFF-ROAD LIGHT DIESEL #2, IN ACCORDANCE WITH SPECIFICATIONS. TRADE NAME OR EQUIVALENT.	+1.00	698,261.00
7	154,867.00	GL	0007 - DIESEL NON-TAXABLE GALLONS MORE OR LESS TO BE DELIVERED IN	+1.08	167,256.36

CONFIDENTIAL

CONFIDENTIAL

DATE: 6/22/2022

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00138598

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			QUANTITIES OF 4500 GALLONS OR LESS. TANK WAGON DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.		
8	50.00	HR	0008 - FUEL TANKER COST OF EACH TANKER RENTAL PER HOUR.	N/A	N/A
9	50.00	HR	0009 - FUEL TANKER COST OF EACH BOBTAIL TANKER RENTAL PER HOUR.	N/A	N/A
10	25.00	HR	0010 - FUEL TANKER COST OF DRIVERS	N/A	N/A
			DRIVER FOR THE TWO (2) FUEL TANKERS COST PER HOUR FOR EACH DRIVER.		
11	25.00	HR	0011 - FUEL TANKER COST OF DRIER DRIVER FOR TWO (2) BOBTAIL TANKERS COST PER HOUR FOR EACH DRIVER.	N/A	N/A

CONFIDENTIAL



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

July 5, 2022

ADDENDUM # 1

Bid Number: 50-00138598

Bid Opening Date: July 7, 2022

Bid Opening Date Postponed to: July 19, 2022

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

Bid Opening Is Postponed to July 19, 2022.

Vendor questions and answers:

1) If tanks are above or below ground?

ANSWER:All cited locations are above ground.

2) A list of address fuel will be delivered, and size of tank at each location.

ANSWER: SEE BELOW

<u>JP Pump Station</u>	<u>Address</u>	<u>Tanks</u>	<u>Capacity (gls)</u>
Bonnabel	1500 Beverly Gardens Drive Metairie, LA	2 @ 19,500	39,000
		4 @ 500	2,000
Suburban	4800 Lake Villa Drive Metairie, LA	3 @ 16,000	48,000
		4 @ 500	2,000
Elmwood	5400 Caryota Drive Metairie, LA	3 @ 16,000	48,000
		8 @ 500	4,000
Duncan	1800 Joe Yenni Blvd. Kenner, LA	3 @ 16,000	48,000
		5 @ 500	2,500
Parish Line	3100 Grand Lake Blvd. Kenner, LA	1 @ 12000	12,000
New Ames	5100 Rochester Dr Marrero, LA	4 @ 10,000	40,000
Planters	268 Bypass Rd Belle Chasse, LA	3 @ 9,500	28,500
Westwego No. 1	100 Vic A Pitre Dr. Westwego, LA	2 @ 8,000	16,000
Westwego No.2	820 S. Laroussini St. Westwego, LA	2 @ 5,000	10,000
Whitney/Barataria	1301 Engineers Rd. Belle Chasse, LA	2 @ 11,000	22,000

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETN, LA 70053 - PO BOX 9 - GRETN - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

Mt. Kennedy	3100 Mt. Kennedy Dr. Marrero, LA	1 @ 500	500
		2 @ 6,600	13,200
		2 @ 500	1,000
Bayou Segnette	801 Louisiana Ave Westwego, LA	2 @ 20,000	40,000
New Bayou Segnette	801 Louisiana Ave Westwego, LA	2 @ 20,000	40,000
		1 @ 500	500
		1 @ 217	217
Cousins No. 2	2466 Destrehan Ave. Harvey, LA	3 @ 20,000	60,000
		1 @ 500	500
		1 @ 217	217
Estelle No. 1	2195 Barataria Blvd. Marrero, LA	2 @ 8,000	16,000
Estelle No. 2	3850 Destrehan Ave Harvey, LA	2 @ 6,000	12,000
Harvey	1600 Destrehan Ave	1 @ 10,000	10,000
Hero	4644 Peters Rd. Harvey, LA	3 @ 13,400	40,200
Lake Cataouatche No. 1	3901 Highway 90 Avondale, LA	2 @ 7,000	14,000
Lake Cataouatche No. 2	3901 Highway 90 Avondale, LA	1 @ 10,000	10,000

The following locations are approximate size tanks and gallons:

Canal Street	100 Canal St. Metairie, LA	2 @ 1,600	3,200
Belmont	Belmont St & Napoleon Canal Metairie, LA	2 @ 1,400	2,800
North Starrett	North Starrett & Napoleon Canal Kenner, LA	2 @ 1,000	2,000
Harahan	1088 Dickory Ave Harahan, LA	2 @ 2,000	4,000
Sauve	9940 Jefferson Hwy Jefferson, LA	2 @ 2,000	4,000
Westminister	2050 Watling Dr. Marrero, LA	2 @ 2,000	4,000

Sincerely,

Donna Reamey

Donna Reamey
Buyer I

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form 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.

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JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

July 11, 2022

ADDENDUM # 2

Bid Number: 50-00138598

Bid Opening Date: July 19, 2022

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

Vendor questions and answers:

1. Our 1st question is, the PDF document attached above is what must be supplied weekly to Jefferson Parish by the winning contractor, is this statement correct?

ANSWER: Jefferson Parish's fuel contract requires a weekly copy of current OPIS prices for the New Orleans rack.

2. Our 2nd question is, it appears the OPIS NEWSLETTER mentioned above only sends reports Monday, Tuesday, Wednesday, and Thursday, is this statement correct?

ANSWER: For the duration of our contract, we require a copy of OPIS' official New Orleans prices every week it is published.

3. Our 3rd question is, what if a fuel delivery is made to Jefferson Parish on a Friday, Saturday, and/or Sunday, how would this be billed? and/or this bill look?

ANSWER: The official OPIS New Orleans rack price reports we receive state; *Prices confirmed through month-date-year* (usually Thursday). It begins; *Issued month-date-year* (Monday). For Friday, Saturday or Sunday deliveries, vendor's price should use the current published OPIS for delivery dates.

4. Price will be the OPIS weekly unbranded rack average per New Orleans, LA rack Thursday posted the following Monday. Our 4th question is, what does this mean exactly? and/or how would this bill look? For Example, does this mean Thursdays, April 14th, 2022, posted price used for Friday, April 15th, 2022, Saturday, April 16th, 2022, and/or Sunday, April 17th, 2022, deliveries, is this statement correct?

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Page Two

ANSWER: The OPIS reports Jefferson Parish receives are identified by volume. 2022 published OPIS reports are volume 42. Immediately following OPIS' volume designation is their number designation. In a given year, there are inevitably 52 OPIS reports issued for a given rack. Number 1 is reserved for early January and number 52 is always issued at the end of December. Most OPIS users understand that fuel prices change daily. Thursday's price is what OPIS use as their official weekly (Monday – Sunday) price.

5. Would you please also provide McPherson Oil a copy of OPIS Newsletter pricing for New Orleans, Louisiana VOL 42 No 16 issued April 18th, 2022, for prices confirmed through April 14, 2022.

ANSWER: The OPIS report is proprietary. They can get a copy from OPIS.

6. Our 6th question is, would Jefferson Parish be open to a less complex fuel billing?

ANSWER: We are not open to a different billing process.

7. Can you let us know who is the current vendor?

ANSWER: Please note that the bid tabulation, bid submissions, and awarding resolution are available on our eProcurement system at www.jeffparishbids.net. Search by the bid number 5000130697. Or you can inquire the information by Requesting a Public Records Request per our Public Records Procedures.

8. Can we get the volume delivered to each site?

ANSWER: The parish's pump stations are responsible for the overwhelming majority of fuel delivery volume on our bulk contract. Drainage superintendents manage pump station fuel levels and determine the frequency and volume of deliveries. Station delivery volume vary greatly and is inextricably precipitation correlated. Therefore, individual pump station deliveries will differ when compared annually. Jefferson Parish receives approximately 1,000,000 gallons (+/- 10%) of fuel annually on our bulk contract.

9. Regarding Item #4, is this diesel fuel or an additive for treatment?

ANSWER: Item #4 is taxable (road) diesel.



JEFFERSON PARISH

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CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

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10. Regarding Paragraph #10, it states the following: "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." Will this create a penalty/fee for the vendor that does not deliver?

ANSWER: In the case of a vendor fails to deliver an order, the parish will secure delivery from another provider. The contracted vendor will be responsible for the price difference. The price difference is the contract price subtracted from what Jefferson Parish ends up paying.

Sincerely,

Donna Reamey

Buyer Name

Buyer II

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Non-Public Works Bid

AFFIDAVIT

STATE OF Texas

PARISH/COUNTY OF Harris

BEFORE ME, the undersigned authority, personally came and appeared: Terri Bateman
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Agent of Sun Coast Resources, Inc. (Entity),
the party who submitted a bid in response to Bid Number 50-00138598, 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 X 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 X _____ 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.



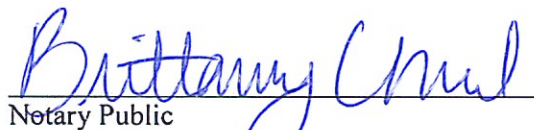
Signature of Affiant

Terri Bateman

Printed Name of Affiant

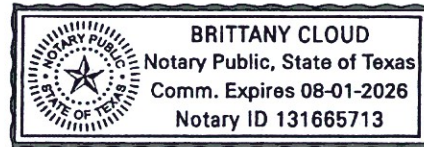
SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 7 DAY OF July, 2022.


Notary Public

Brittany Cloud
Printed Name of Notary

131665713
Notary/Bar Roll Number



My commission expires 8/1/2026.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Sun Coast Resources, Inc.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Sun Coast Resources, Inc.
INCORPORATED, DULY NOTICED AND HELD ON May 11, 2020,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Terri Bateman, 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

05/11/2020

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2022

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

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

PRODUCER Krauter & Company, LLC 1330 Lake Robbins Drive, Suite 405 The Woodlands TX 77380		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: admin2@krautergroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyd's of London	
		INSURER B: National Union Fire Ins. Co. of Pittsburgh PA	
		INSURER C: AIU Insurance Company	
		INSURER D: Navigators Insurance Company	
		INSURER E: Hartford Fire Insurance Company	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1369263507**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		B0621EKCSC000622 B0621EKCSC000522	3/1/2022 3/1/2022	3/1/2023 3/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AL 480-53-68	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		B0621EKCSC000222 HO22EXCZa9HXIV	3/1/2022 3/1/2022	3/1/2023 3/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 137-55-699	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Motor Truck Cargo		61MS DE5099	3/1/2022	3/1/2023	Each Occurrence 600,000 Property In Transit 600,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only
6922 Cavalcade St.
Houston TX 77028

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

AUTHORIZED REPRESENTATIVE

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**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sun Coast Resources, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

PO Box 735606

6 City, state, and ZIP code

Dallas, TX 75373-5606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 6 - 0 1 4 3 4 8 3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/3/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EXCEPTIONS/ DEVIATIONS

JEFFERSON PARISH

Bid Number 50-00138598

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

(Updated July 12, 2022, in response to Jefferson Parish's issuance of Addendum # 2)

Sun Coast Resources, Inc.'s ("SCRI"), bid and all signatures contained therein are subject to the following deviations/exceptions.

GENERAL

Subsequent Contract: Notwithstanding anything in the bid documents to the contrary, SCRI reserves the right to negotiate any and all terms and conditions that may be contained within Agreements, Contract Awards, Contract Documents, Purchase Orders and/or Service Contracts resulting from this bid.

SPECIFIC

Bid Specifications for Bid # 50-138598

1. .pdf Page 2 (Bid Specifications Page 1), Section 3(g) – Vendor Pricing: Because the provision of OPIS reports to third parties it is 1.) a violation of copyright law (making the Parish liable for a federal claim of Inducement of Copyright Infringement ¹); and 2.) a breach of SCRI's (and every other provider's) contract/license with OPIS, SCRI requests that §3(g) be deleted in its entirety.
2. .pdf Page 3 (Bid Specifications Page 2), Section 4 – Base Price: Because petroleum prices are too volatile to base off weekly averages, SCRI requests that §4 be deleted and replaced in its entirety with the following language:

"Base Price shall be the Gross Daily OPIS average, per gallon, New Orleans, on the date that the fuel is delivered."
3. .pdf Page 4 (Bid Specifications Page 3), Section 10 – Delivery: SCRI has an extensive emergency response department within its company which has been recognized nationally for our work with

¹ See *MGM Studios, Inc. v. Grokster, Ltd.*, 545 U.S. 913, 936-37 (2005)

first responders during all the major storms over the past 10 plus years. SCRI also has a contract with the State of Texas to provide fuel to first responders during periods of peril. In the event there is a need for the Emergency Response Program, this would be subject to a separate contract. In the absence of such an agreement, any delivery would be made on a best-efforts basis, in as timely a fashion as reasonably possible. For these reasons, SCRI requests that §10 be edited to read as follows:

“DELIVERY: ~~Fuel is to be~~ Vendor shall use best efforts to deliver ~~fuel~~ to the agency's tank(s) within 48 hours after notification is received unless specified otherwise by the agency. Vendor must make ~~every~~ reasonable 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, ~~without liability to Vendor therefor~~. All deliveries shall be made in such quantities and such destinations as requested.”

4. .pdf Page 4 (Bid Specifications Page 3), Section 11 – Payments: Because petroleum prices are too volatile to base off weekly averages, SCRI requests that §11 be edited to read as follows:

“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 ~~based on the Gross Daily OPIS average, per gallon, New Orleans, on the date that the fuel is delivered 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.”

5. .pdf Page 4-5 (Bid Specifications Page 3-4), Section 15 – Fuel Tankers: In the event there is a need for an Emergency Response Program, this would be subject to a separate contract. As such, SCRI requests that §15 be deleted in its entirety. Should the Parish be interested in such services, SCRI can provide you with our “Tank Reservation and Rental Agreement” and “Emergency Response Dedicated Equipment and Services Agreement.”
6. .pdf Page 5 (Bid Specifications Page 4), Proposed New Section 17 – Force Majeure: SCRI requests that the following language be added to the Bid Specifications as §17:

“Except for payment obligations, neither Party shall be liable for any delay or inability to carry out any of its obligations hereunder when such delay or inability is due to a Force Majeure event. Force Majeure includes, but is not limited to, any acts of God; fires; hurricanes; floods; wars; terrorism; pandemics; strikes; civil unrest; product allocation issues, labor shortages, or supply shortages that cause price increases that are outside of Vendor’s reasonable control; any cause outside of Vendor’s reasonable control that causes a commercial impracticability of its performance; or any other causes not reasonably within the control of the Party claiming such inability.

Instructions for Bidders and General Conditions

7. .pdf Page 6 (Inst. & Gen. Conditions Page 1) – One Year Guaranty: Because fuel is perishable, volatile, consumable, has a shelf life, and is of a nature that the Parish's proper storage, handling, and/or use may determine its quality or ability to meet specifications following delivery, and the fact that SCRI has no control over the fuel after delivery, it's impossible for SCRI to guarantee that the fuel will continue to meet specifications for one year. As such SCRI requests that the paragraph beginning with "*JEFFERSON PARISH requires all products to be new...*" be edited to read as follows:

"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. *Notwithstanding anything to the contrary, in regard to fuel, lubricants, diesel exhaust fluid, chemicals, potable water, and/or any other product that is perishable, volatile, consumable, has a shelf life, or is of a nature that the Parish's proper storage, handling, and/or use may determine such product's quality or ability to meet certain specifications following delivery, Vendor shall only warrant that such product will meet the expressly required quality standards and/or specifications at the time of delivery. Vendor hereby disclaims and Jefferson Parish hereby waives any and all other warranties, express and implied, that may now or in the future apply to such products.*"

8. .pdf Page 8 (Inst. & Gen. Conditions Page 3-5) – Additional Requirements for This Bid: It is SCRI's interpretation that Jefferson Parish only intends for Additional Requirement numbers 10, 12, 13, and 15 are to apply to this bid. To avoid confusion, SCRI takes exception to Additional Requirement numbers 1 – 9, 11, 14, 16, and 17; and SCRI requests that such requirements be deleted in their entirety.

Addendum # 2

9. .pdf Page 2 (Addendum # 2 Page 1), Question and Answer No. 1: Because the provision of OPIS reports to third parties it is 1.) a violation of copyright law (making the Parish liable for a federal claim of Inducement of Copyright Infringement ²); and 2.) a breach of SCRI's (and every other provider's) contract/license with OPIS, SCRI requests that the Parish delete its requirement to provide OPIS reports in its Answer to Question No. 1.
10. .pdf Page 2 (Addendum # 2 Page 1), Question and Answer No. 2: Because the provision of OPIS reports to third parties it is 1.) a violation of copyright law (making the Parish liable for a federal claim of Inducement of Copyright Infringement ³); and 2.) a breach of SCRI's (and every other provider's) contract/license with OPIS, SCRI requests that the Parish delete its requirement to provide OPIS reports in its Answer to Question No. 2.
11. .pdf Page 2 (Addendum # 2 Page 1), Question and Answer No. 3: Because petroleum prices are too volatile to base off weekly averages, SCRI requests that the Answer to Question No. 3 be deleted in its entirety and replaced with the following:

² See *Id.*

³ See *Id.*

“ANSWER: Fuel deliveries made to Jefferson Parish shall be based on the Gross Daily OPIS average, per gallon, New Orleans, on the date that the fuel is delivered, except for deliveries made on Saturdays or Sundays, which shall have pricing based on the Gross Daily OPIS average, per gallon, New Orleans, for the following Monday.”

12. .pdf Page 2-3 (Addendum # 2 Page 1-2), Question and Answer No. 4: Because petroleum prices are too volatile to base off weekly averages, SCRI requests that the Answer to Question No. 4 be edited to read s follows:

“ANSWER: Fuel deliveries made to Jefferson Parish shall be based on the Gross Daily OPIS average, per gallon, New Orleans, on the date that the fuel is delivered, except for deliveries made on Saturdays or Sundays, which shall have pricing based on the Gross Daily OPIS average, per gallon, New Orleans, for the following Monday. The OPIS reports Jefferson Parish receives are identified by volume. 2022 published OPIS reports are volume 42. Immediately following OPIS’ volume designation is their number designation. In a given year, there are inevitably 52 OPIS reports issued for a given rack. Number 1 is reserved for early January and number 52 is always issued at the end of December. Most OPIS users understand that fuel prices change daily. ~~Thursday~~ Monday’s price is what ~~OPIS~~ you will use as their official ~~weekly (Monday – Sunday)~~ Saturday – Monday price.”

13. .pdf Page 4 (Addendum # 2 Page 3), Question and Answer No. 10: It is against SCRI’s policy to pay incidental, special, or consequential damages, including costs of cover. As such, SCRI requests that the Answer to Question No. 10 be edited to read as follows:

“ANSWER: In the case of a vendor fails to deliver an order, the parish will secure delivery from another provider. The contracted vendor will **not** be responsible for the price difference. The price difference is the contract price subtracted from what Jefferson Parish ends up paying.”