



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000140677-Two (2) Year Contract, with no option to renew, for the  
Dispensing of On-Site and Off-Site Consignment Motor Fuels, East and  
West Bank for Fleet Management and all Jefferson Parish Municipalities  
Jefferson Parish Government**

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

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**BID NUMBER- 50-00140677**

**Two (2) Year Contract, with no option to renew, for the Dispensing of On-Site and Off-Site Consignment Motor Fuels, East and West Bank for Fleet Management and all Jefferson Parish Municipalities**

**BID DUE: January 10, 2023 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 on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Buyer Name: SHANNA FOLSE  
Buyer Email: [sfolse@jeffparish.net](mailto:sfolse@jeffparish.net)  
Buyer Phone: 504-364-2680**

**TWO (2) YEAR CONTRACT FOR DISPENSING OF ON-SITE AND OFF-SITE  
CONSIGNMENT MOTOR FUELS, EAST AND WEST BANK FOR THE  
DEPARTMENT OF FLEET MANAGEMENT AND ALL AGENCIES**

**BID #50-00140677**

**A contract with no option to renew for dispensing 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, to be in the best interest of Jefferson Parish.

**BID INSTRUCTIONS:**

It is the intent of the specification to provide for the purchase of on-site and off-site consignment motor fuels for the Parish of Jefferson, Louisiana, East and West Banks, and Grand Isle. Award shall be based on the on 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 Jefferson Parish. Contractor shall invoice Jefferson 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.

**BONDS**

- **Surety Bond:** An electronic surety bond on the amount of 5% of the total bid is required with bid submission
- **Performance Bond:** A performance bond in the amount of \$100,000.00 will be required for this bid.

**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 reasonable 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

In addition to the reporting requirements, the approved vendor shall provide a limited number of authorized Jefferson Parish employees with 24-hour fuel card permission access with individualized log in information. These limited, authorized users will be established by Fleet Management. This will allow Jefferson Parish the ability to directly and immediately modify restrictions to fuel card controls for Parish employees through online account management and reporting which include but are not limited to:

- Gallons or dollars per transaction
- Gallons or dollars per day, week, or month
- Transaction per day
- Authorized fueling times and days
- Fuel Only
- Driver PINs and Driver IDs

The system utilized for fuel card permission controls must include audit capability.

**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 Parish.

**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 thirty minutes from any point within Jefferson Parish. More specifically, Parish employees will not have to drive more than thirty minutes 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 should 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 should be adjusted each week in accordance with the OPIS reports.

Contractor must supply the Oil Price Information Service (Newsletter Pricing Report) publication for New Orleans rack to Jefferson Parish weekly with contractor's invoices.

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. Weekly pricing should be based on the OPIS PADD 3 New Orleans, LA rack unbranded average of the specified fuel type of a given week of fuel purchasing activity. All other relevant fees and taxes in this pricing structure are held constant throughout the contract.

**For bidding purposes, bidder must use the Unbranded Rack Average Prices from OPIS' PADD 3 New Orleans, Louisiana rack, Volume 42, No. 49 issued December 4, 2022 for prices confirmed through December 1, 2022.**

**INSURANCE:**

Types and Coverage:

- A. Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence;
- B. Automobile Insurance in the amount of \$1,000,000.00 per occurrence;
- C. Worker's Compensation Insurance in the amount of \$500,000.00 per occurrence (unless it is over water, in which case, it is \$1,000,000.00); and

**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 director of the Jefferson Parish President for the duration of the emergency.

Jefferson Parish will provide the driver with board and food 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.

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

**CONTRACT:**

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

**DISPENSERS:**

- RHEEM FUEL ISLAND – 12 DISPENSERS
- EASTBANK STREETS FUEL ISLAND – 4 DISPENSERS
- BRIDGE CITY FUEL ISLAND – 4 DISPENSERS
- WESTBANK SEWER FUEL ISLAND – 2 DISPENSERS
- BELLE TERRE FUEL ISLAND – 12 DISPENSERS

**TANK SIZES:**

- |  |   |
|--|---|
| • RHEEM FUEL ISLAND<br>4901 JEFFERSON HWY.<br>JEFFERSON, LA 70121          | 3 @ 10,000 GALLON UST'S.<br>ONE IS FOR GAS AND 2 ARE FOR DIESEL       |
| • EASTBANK STREETS FUEL<br>ISLAND<br>211 ARNOULT RD<br>JEFFERSON, LA 70121 | 2 UST<br>ONE 6,000 GALLON FOR GAS AND<br>ONE 6,000 GALLON FOR DIESEL  |
| • BRIDGE CITY FUEL ISLAND<br>1501 RIVER PARK RD.<br>BRIDGE CITY, LA 70094  | 2 @ 4,000 GALLON AST'S FOR GAS AND<br>1 @ 5,000 GALLON UST FOR DIESEL |
| • WESTBANK SEWER FUEL<br>ISLAND<br>6250 LAPALCO BLVD.<br>MARRERO, LA 70072 | 1 @ 6,000 GALLON UST FOR GAS AND<br>1 @ 4,000 UST FOR DIESEL          |
| • BELLE TERRE FUEL ISLAND<br>1887 AMES BLVD.<br>MARRERO, LA 70072          | 1 @ 10,000 GALLON UST FOR GAS AND<br>2 @ 10,000 GALLON UST FOR DIESEL |

**\*\*PLEASE BE ADVISED THAT ONLY WEEKLY OPIS PRICING IS ALLOWED\*\***

**\*\*ALSO, ANY VENDOR SUBMITTING A BID MUST BID ON ALL ITEMS\*\***

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid # 50-00140677 Two (2) Year Contract, with no option to renew, for the Dispensing of On-Site and Off-Site Consignment Motor Fuels, East and West Bank for Fleet Management and all Jefferson Parish Municipalities)

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

**REMEDIES**

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

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

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

**TERMINATION FOR CAUSE AND CONVENIENCE**

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

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

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selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may

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take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **DAVIS-BACON ACT**

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

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

#### ***(1) Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

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determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

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issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of



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1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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

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weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) Apprentices and trainees -

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(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the

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trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract.

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Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for

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each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **COPELAND "ANTI-KICKBACK" ACT**

(For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-

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Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.)

Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.<sup>36</sup> These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. )

Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required

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or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of



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“funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

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

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

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

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

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

(b) Allocation of Principal Rights

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

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

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical,

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chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

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

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license

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extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

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

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

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

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

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

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

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

(g) Subcontracts

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

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the

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United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

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

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan

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or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

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

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

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION**

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the

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OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement,

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the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.



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- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:

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- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

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### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

(for all FEMA declarations and awards)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **ACCESS TO RECORDS**

The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The contractor shall include this provision in any subcontracts.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

#### **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **COPYRIGHT**

##### **License and Delivery of Works Subject to Copyright and Data Rights**

The Contractor grants to the Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

#### **CONFLICT OF INTEREST**

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Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

### **BUY AMERICAN PROVISION**

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

**Definition of domestic commodity or product:** the term 'domestic commodity or product' means -

- \* An agricultural commodity that is produced in the United States; and
- \* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- \* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

**The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.**

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the

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U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, KENNETH J. RETIF CEO, hereby certify on  
(name and title of bidder's official)

behalf of RETIF OIL & FUEL LLC that:  
(name of bidder)

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

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

Executed this 9 day of JANUARY, 2023

By Kenneth J. Retif  
(signature of authorized official)

CEO  
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid # 50-00140677 Two (2) Year Contract, with no option to renew, for the Dispensing of On-Site and Off-Site Consignment Motor Fuels, East and West Bank for Fleet Management and all Jefferson Parish Municipalities)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

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

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

KENNETH J. RFTIF

(Name and Title of bidder's official)

RFTIF OIL + FUEL LLC

(Name of bidder/company)

1840 IUTLAND DR

(Address)

HARVEY, LA 70058

(Address)

PHONE 504 349-9000 FAX N/A

EMAIL ORDERS@RFTIF.COM

Kenneth J. Rftif

Signature January 9, 2023 Date



DATE: 12/14/2022

BID NO.: 50-00140677

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

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

BUYER: SFOLSE@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA [WWW.JEFFPARISHBIDS.NET](http://WWW.JEFFPARISHBIDS.NET) UNTIL 2:00 PM, 1/10/2023 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**LATE BIDS WILL NOT BE ACCEPTED**

**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. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.**

**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 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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

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

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

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

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

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.

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

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

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

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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

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

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

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

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local 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).

DATE: 12/14/2022

BID NO.: 50-00140677

Page: 3

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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.

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

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

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended. 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.

**3, 5, 6, 8, 10, 11, 12, 13, 15, 16**

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.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, 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. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
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. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 is 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 owed 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 to 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, and report to Owner the amount of taxes not incurred.

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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

DATE: 12/14/2022

Page: 6

BID NO.: 50-00140677

**BID FORM**  
Non Public Works

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

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

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

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 3/31/23

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 \_\_\_\_\_

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

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

FIRM NAME: RETIF OIL + FUEL LLC

ADDRESS: 1840 JUTLAND DR

CITY, STATE: HARVEY, LA ZIP: 70058

TELEPHONE: (504) 349-9000 FAX: ( ) N/A

EMAIL ADDRESS: ORDERS@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 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: \_\_\_\_\_

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

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

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

TOTAL PRICE OF ALL BID ITEMS: \$ \$365,418.90

AUTHORIZED SIGNATURE: Kenneth J. Retif

TITLE: CEO

KENNETH J. RETIF

Printed Name

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.: 50-00140677

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 CONSIGNMENT MOTOR FUELS, EAST AND WEST BANK FOR FLEET MANAGEMENT AND ALL JEFFERSON PARISH MUNICIPALITIES		
1	5.00	EA	0001 - RELOCATION OF EQUIPMENT AT AT FACILITY-COMPLETE IN PLACE	\$ 500.00	\$ 2,500.00
2	750.00	EA	0002 - CONSIGNMENT FEE FOR ON-SITE AND OFF-SITE FUEL, INCLUDING FREIGHT <i>* OFF-SITE MARKING IS OVER NETWORK COST NOT DALS</i>	\$ .15	\$ 112.50
3	5.00	EA	0003 - REPLACEMENT COST OF HOSE COMPLETE IN PLACE	\$ 300.00	\$ 1,500.00
4	5.00	EA	0004 - REPLACEMENT COST OF NOZZLE COMPLETE IN PLACE	\$ 250.00	\$ 1,250.00
5	5.00	EA	0005 - REPLACEMENT COST OF HOSE RETRACTOR, COMPLETE IN PLACE	\$ 1000.00	\$ 5,000.00
6	5.00	EA	0006 - REPLACEMENT COST OF DISPENSER COMPLETE IN PLACE	\$ 4000.00	\$ 20,000.00
7	5.00	EA	0007 - REPLACEMENT COST OF BREAKAWAY FITTINGS, COMPLETE IN PLACE	\$ 250.00	\$ 1,250.00
8	5.00	EA	0008 - REPLACEMENT COST TO SHEAR VALVE COMPLETE IN PLACE	\$ 300.00	\$ 1,500.00
9	5.00	EA	0009 - REPLACEMENT COST OF 4,000 GALLON SKID TANK, COMPLETE IN PLACE	\$ 6000.00	\$ 30,000.00
10	5.00	EA	0010 - REPLACEMENT OF FILTERS AND PUMPS	\$ 200.00	\$ 1,000.00
11	5.00	EA	0011 - REPLACEMENT COST OF 4,000 GALLON CONTAINMENT TANK	\$ 8000.00	\$ 40,000.00
12	5.00	EA	0012 - REPLACEMENT COST FOR 5,000 GALLON SKID TANK	\$ 8000.00	\$ 40,000.00

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140677

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	5.00	EA	0013 - REPLACEMENT COST FOR 5,000 GALLON CONTAINMENT TANK	\$ 8000.00	\$ 40,000.00
14	5.00	EA	0014 - REPLACEMENT COST FOR MORRISON CLOCK GAUGES.	\$ 500.00	\$ 2,500.00
15	5.00	EA	0015 - REPLACEMENT COST OF GAS BOY DISPENSER FOR GASOLINE.	\$ 6500.00	\$ 32,500.00
16	5.00	EA	0016 - REPLACEMNT COST FOR GAS BOY DISPENSER FOR DIESEL	\$ 6500.00	\$ 32,500.00
17	5.00	EA	0017 - REPLACEMENT COST FOR PETRO VEND UNIT	\$ 12,000.00	\$ 60,000.00
18	5.00	EA	0018 - REPLACEMENT COST FOR 3/4 HP SUB PUMPS	\$ 2500.00	\$ 12,500.00
19	125.00	GL	0019 - FUEL TANK FILTER FLUSH UP TO 1,000 GALLONS	\$ 1.00	\$ 125.00
20	125.00	GL	0020 - FUEL TANK FILTER FLUSH 3,001 TO 4,000 GALLONS	\$ 1.00	\$ 125.00
21	5.00	GL	0021 - FUEL TANK FILTER FLUSH 4,001 TO 5,000 GALLONS	\$ 1.00	\$ 5.00
22	5.00	GL	0022 - FUEL TANK FILTER FLUSH 5,001 TO 6,000 GALLONS	\$ 1.00	\$ 5.00
23	5.00	GL	0023 - FUEL TANK FILTER FLUSH 6,001 TO 7,000 GALLONS	\$ 1.00	\$ 5.00
24	5.00	GL	0024 - FUEL TANK FILTER FLUSH 7,001 TO 8,000	\$ 1.00	\$ 5.00
25	5.00	GL	0025 - FUEL TANK FILTER FLUSH 9,001 TO 10,000 GALLONS	\$ 1.00	\$ 5.00

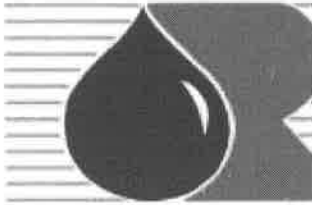


## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140677

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
26	5.00	GL	0026 - FUEL TANK FILTER FLUSH 10,001 TO 11,000 GALLONS	\$ 1.00	\$ 5.00
27	5.00	GL	0027 - FUEL TANK FILTER FLUSH 13,000 TO 14,000 GALLONS	\$ 1.00	\$ 5.00
28	5.00	GL	0028 - FUEL TANK FILTER FLUSH 19,000 TO 20,000	\$ 1.00	\$ 5.00
29	5.00	HR	0029 - FUEL TANK FILTER FLUSH COST OF TANKER RENTAL PER HOUR.	\$ 125.00	\$ 625.00
30	100.00	HR	0030 - TANKER FUEL COST OF DRIVER PER HOUR	\$ 75.00	\$ 7500.00
31	5,000.00	GL	0031 - DIESEL, TAXABLE TAXABLE DISULFER  LOW SULFER HIGHWAY USE LIGHT DIESEL #2 IN ACCOURDANCE WITH SPECIFICATIONS. TRADE NAME DIESEL #2 OR EQUIVALENT.	\$ 3.6036	\$ 18,018.00
32	6,000.00	GL	0032 - UNLEADED GASOLINE 10% ETHANAL MOTOR FUEL PRODUCT SHOULD BE EQUIVALENT TO TEXACO, EXXON OR SHELL.  GALLONS MORE OR LESS TO BE DELIVERED IN QUANTITIES OF 4,500 GALLONS OR LESS. TRANSPORT DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.	\$ 2.4789	\$ 14,873.40



January 9, 2023

Jefferson Parish Fleet Maintenance

5000140677-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 Fleet Management and all Jefferson Parish Municipalities.

Retif Oil & Fuel has the following items regarding bid submittal:

- 1) Due to the retail market conditions over the past couple of years, the off-premises fee as stated on Item 2 will be the same as on-site fee with the exception of that fee is priced over the network fuel cost to Retif Oil & Fuel.
- 2) On page 2 of 8, **On-Consignment Requirements** Retif cannot assume cost of inventory shortage in the event the shortage is caused by one of the following:
  - a. Failure of tank owned by Jefferson Parish tank
  - b. Failure of equipment failure owned by Jefferson Parish
  - c. Inventory theft.
- 3) On page 3 of 8, last paragraph, Retif does not have currently have the capability for Jefferson Parish personnel to change fuel card permissions via online access. Retif does have 24/7 on call live personnel to assist with any requests.

Any question regarding this letter can be address to Bob Gaudet at 504-349-9105 or [bgaudet@retif.com](mailto:bgaudet@retif.com)

Kenneth J. Retif  
C.E.O

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 42, No. 49 Issued 12-05-22 for Prices confirmed through 12-01-2022  
\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\* 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u N-10	208.71	+ 5.70	238.71	+ 5.70	262.21	+ 5.70	11/30	18:00
Placid	u Net	209.90	+ 7.50	238.30	+ 6.50	257.40	+ 7.50	11/30	18:00
PBFEnergy	u Net	214.48	+ 7.25	229.87	+ 2.39	269.83	+ 7.93	11/30	18:00
Citgo	b 1-10	214.82	+ 7.75	238.05	+ 7.75	283.51	+ 7.75	11/30	18:00
Marathon	b 1-10	214.95	+ 7.17	236.84	+ 7.17	280.61	+ 7.18	11/30	18:00
Valero	b 1-10	216.41	+ 5.40	238.64	+ 5.41	282.32	+ 5.40	11/30	18:00
Shell	u N-10	219.00	+ 7.80	241.00	+ 7.80	288.00	+ 7.80	11/30	18:00
Shell	b 125-3	222.78	+ 6.88	244.05	+ 6.89	291.65	+ 6.89	11/30	18:00
XOM	b 125-3	223.92	+ 5.44	252.07	+ 5.44	292.37	+ 5.43	11/30	19:00
Chevron	b 1t45c	224.30	+ 5.60	245.50	+ 5.60	293.20	+ 5.60	11/30	20:00
Texaco	b 1t45c	224.30	+ 5.60	245.50	+ 5.60	293.20	+ 5.60	11/30	20:00
LOW RACK		208.71		229.87		257.40			
HIGH RACK		224.30		252.07		293.20			
RACK AVG		217.60		240.78		281.30			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB NEW ORLEANS		220.26		-- --		236.24			
BRD LOW RACK		214.82		236.84		280.61			
BRD HIGH RACK		224.30		252.07		293.20			
BRD RACK AVG		220.21		242.95		288.12			
UBD LOW RACK		208.71		229.87		257.40			
UBD HIGH RACK		219.00		241.00		288.00			
UBD RACK AVG		213.02		236.97		269.36			
5-DAY AVG		213.50		237.45		276.98			

OPIS NEWSLETTER PRICES - NEW ORLEANS, LA  
Vol 42, No. 49 Issued 12-05-22 for Prices confirmed through 12-01-2022  
\*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Placid	u Net	315.45	+11.00	-- --	-- --	-- --	-- --	11/30	18:00
Valero	u N-10	315.64	+11.46	-- --	-- --	-- --	-- --	11/30	18:00
PBFEnergy	u Net	316.78	+11.46	-- --	-- --	-- --	-- --	11/30	18:00
Shell	u N-10	320.93	+10.51	-- --	-- --	-- --	-- --	11/30	18:00
Valero	b 1-10	323.23	+10.82	-- --	-- --	-- --	-- --	11/30	18:00
XOM	b 125-3	323.72	+12.66	-- --	-- --	-- --	-- --	11/30	19:00
Shell	b 125-3	324.17	+10.62	-- --	-- --	-- --	-- --	11/30	18:00
Marathon	b 1-10	324.95	+10.46	-- --	-- --	-- --	-- --	11/30	18:00
Chevron	b 1t45c	326.60	+10.40	-- --	-- --	-- --	-- --	11/30	20:00
Texaco	b 1t45c	326.60	+10.40	-- --	-- --	-- --	-- --	11/30	20:00
Citgo	b 1-10	328.34	+11.62	-- --	-- --	-- --	-- --	11/30	18:00
Citgo	u 1-10	328.34	+11.62	-- --	-- --	-- --	-- --	11/30	18:00
LOW RACK		315.45		-- --		-- --			
HIGH RACK		328.34		-- --		-- --			
RACK AVG		322.90		-- --		-- --			
OPIS GULF COAST SPOT MEAN - 11/30									
FOB COLONIAL		311.350		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB NEW ORLEANS		313.05		-- --		-- --			
BRD LOW RACK		323.23		-- --		-- --			
BRD HIGH RACK		328.34		-- --		-- --			
BRD RACK AVG		325.37		-- --		-- --			
UBD LOW RACK		315.45		-- --		-- --			
UBD HIGH RACK		328.34		-- --		-- --			
UBD RACK AVG		319.43		-- --		-- --			
5-DAY AVG		311.77		-- --		-- --			

# Jefferson Parish Bid 5000140677

## Price Calculation

	87 (E-10)	On-Road Diesel
OPIS	\$ 2.1302	\$ 3.1943
Margin	\$ 0.1500	\$ 0.1500
Fed Excise	\$ 0.1840	\$ 0.2440
Oil Soil	\$ 0.0019	\$ 0.0021
St Inspection	\$ 0.0013	\$ 0.0013
UST	\$ 0.0080	\$ 0.0080
Fed Superfund	\$ 0.0035	\$ 0.0039
Total	\$ 2.4789	\$ 3.6036

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

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

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF 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 CEO of RETIF OIL & FUEL (Entity), the party who submitted a bid in response to Bid Number 5000140677 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

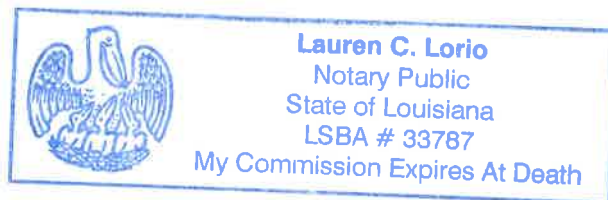
SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 9 DAY OF JANUARY, 2023

Lauren C Lorio  
Notary Public

LAUREN C LORIO  
Printed Name of Notary

33787  
Notary/Bar Roll Number

My commission expires WITH LIFE





## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
RETIF OIL + FUEL, LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF RETIF OIL + FUEL LLC  
INCORPORATED, DULY NOTICED AND HELD ON JANUARY 9, 2023.  
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.

Kenneth J. Retif  
SECRETARY-TREASURER

JANUARY 9, 2023  
DATE

## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

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 **Invitation to 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.

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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 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.

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### **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** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **BUILDER'S RISK INSURANCE**

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

CFN

Report run on: 1-

City	State	Zip	Store Name	Brand	Address	Hwy	Exit	24hr	18-Whl	Gas	Diesel	BioDiesel	E85	DEF	Propane	P@P	Phone	Site #	CFN ID
AVONDALE	LA	70094	AVONDALE - LA	Unbranded	3110 HWY 90					Y	Y	Y					1231231234	867602	1972
AVONDALE	LA	70094	AVONDALE GAMING	Texaco	3110 HIGHWAY 90				Y		Y	Y				Y	5043428112	422013	259508
AVONDALE	LA	70094	BROTHERS FOOD MART #148	Exxon	2906 US HWY 90					Y	Y	Y				Y	504070639	332933	373244
GRAND ISLE	LA	70358	JO-BOB'S GAS AND GRILL	Conoco	3365 HIGHWAY 1	HWY 1			Y		Y	Y				Y	6018103380	985434	127129
GRAND ISLE	LA	70358	WAKE SIDE	Phillips	1615 LA-1				Y		Y	Y				Y	9854470470	530146	756086
GRETNA	LA	70053	BRODS GRETNA	Unbranded	929 LAFAYETTE ST					Y	Y	Y				Y	9853080022	309698	728005
GRETNA	LA	70053	FOOD N FUN #31	Chevron	1001 STUMPF BLVD					Y	Y	Y				Y	0	418746	263146
GRETNA	LA	70053	GRETNA SHELL	Shell	2800 BELLE CHASSE HWY				Y		Y	Y				Y	5043688334	943302	11151
GRETNA	LA	70053	LAFAYETTE SHELL	Shell	1400 LAFAYETTE ST				Y		Y	Y				Y	5043641415	816053	244701
GRETNA	LA	70053	OAKWOOD SHELL	Shell	101 WESTBANK EXPY				Y		Y	Y				Y	5043622385	901176	11185
GRETNA	LA	70053	WM SUPERCENTER #5102	Walmart	99 WESTBANK EXPY				Y		Y	Y				Y	5042497148	366389	449065
GRETNA	LA	70056	AMJ DISCOUNT	Unbranded	100 TERRY PKWY				Y		Y	Y				Y	5043611800	337087	392879
GRETNA	LA	70056	BROTHERS FOOD MART #115	Exxon	123 TERRY PKWY				Y		Y	Y				Y	5043683800	335693	124047
GRETNA	LA	70056	BROTHERS FOOD MART #123	Exxon	1944 BELLE CHASSE HWY				Y		Y	Y				Y	5043931312	335700	46623
GRETNA	LA	70056	BROTHERS FOOD MART #130	Shell	2000 CAROL SUE AVE				Y		Y	Y				Y	5043662413	335710	117618
GRETNA	LA	70056	BROTHERS FOOD MART #131	Exxon	502 TERRY PKWY				Y		Y	Y				Y	5043527950	335712	41720
GRETNA	LA	70056	DISCOUNT ZONE 5884	Unbranded	855 TERRY PKWY				Y		Y	Y				Y	5043947974	332505	371442
GRETNA	LA	70056	LAKELAND OIL	Chevron	585 TERRY PKWY				Y		Y	Y				Y	5042203777	407942	250041
GRETNA	LA	70056	SHELL	Shell	800 LAPALCO BLVD				Y		Y	Y				Y	5043919053	675315	150220
GRETNA	LA	70056	STAR CONVENIENCE STORE	Unbranded	2950 BELLE CHASSE HWY				Y		Y	Y				Y	5043919248	430872	11354
HARAHAN	LA	70123	FOOD N FUN #29	Chevron	5861 CITRUS BLVD				Y		Y	Y				Y	5047340060	414811	252616
HARAHAN	LA	70123	FUELSTAR LLC - N	Chevron	6025 JEFFERSON #				Y		Y	Y				Y	5047342008	422010	259505
HARAHAN	LA	70123	R&E	Shell	6492 JEFFERSON HIGHWAY				Y		Y	Y				Y	5042146567	405156	537939
HARAHAN	LA	70123	SAMS & MOUNES	Unbranded	1080 SAMS ROAD				Y		Y	Y				Y	1231231234	867572	1938
HARVEY	LA	70058	BROTHERS FOOD MART #112	Exxon	1600 MANHATTAN BLVD				Y		Y	Y				Y	5043680909	678375	57685
HARVEY	LA	70058	BROTHERS FOOD MART #117	Exxon	3441 MANHATTAN BLVD				Y		Y	Y				Y	5043625301	335695	133398
HARVEY	LA	70058	BROTHERS FOOD MART #125	Shell	3659 LAPALCO BLVD				Y		Y	Y				Y	5043474257	335701	150159
HARVEY	LA	70058	CIRCLE K #7662	Circle K	1570 WESTBANK EXPY				Y		Y	Y				Y	5043662588	542664	273230
HARVEY	LA	70058	CIRCLE K #8295	Shell	1601 LAPALCO BLVD				Y		Y	Y				Y	5043613370	676698	40663
HARVEY	LA	70058	FOOD N FUN #22	Chevron	647 MANHATTAN BL	8TH			Y		Y	Y				Y	5043677431	420553	261581
HARVEY	LA	70058	HARVEY - LA	Unbranded	527 DESTREHAN AVENUE				Y		Y	Y				Y	1231231234	866937	1253
HARVEY	LA	70058	MANHATTAN SHELL	Shell	800 MANHATTAN BLVD				Y		Y	Y				Y	5043661350	326642	295206
HARVEY	LA	70058	SAMS CLUB #8221	Sams Club	1527 MANHATTAN BLVD				Y		Y	Y				Y	5043613966	368183	451204
HARVEY	LA	70058	SUPER DISCOUNT ZONE	Unbranded	2120 LAPALCO BLVD				Y		Y	Y				Y	5042631209	381229	745661
JEFFERSON	LA	70121	RETIF - JEFFERSON	Unbranded	4935 BLOOMFIELD ST				Y		Y	Y				Y	1231231234	335720	1254
KENNER	LA	70062	AIRPORT	Unbranded	730 HANSON ST						Y	Y				Y	1231231234	869312	4198
KENNER	LA	70062	AIRPORT SHELL	Shell	1205 AIRLINE DR				Y		Y	Y				Y	6014285875	675300	149979
KENNER	LA	70062	BROTHERS FOOD MART #113	Exxon	1227 VETERANS MEMORIAL BLVD				Y		Y	Y		Y		Y	5047120425	676851	62284
KENNER	LA	70062	CASH LANDING CHE	Chevron	181 AIRLINE HWY	I-310			Y		Y	Y				Y	0	413741	252090
KENNER	LA	70062	CIRCLE K #7663	Circle K	2100 VETERANS MEMORIAL BLVD				Y		Y	Y				Y	5044712685	542665	273231
KENNER	LA	70062	CLEAN ENERGY #14455	Unbranded	1021 AIRLINE DRIVE				Y		Y	Y				Y	9494371163	273499	335689
KENNER	LA	70062	FAST STOP OF CLAY	Unbranded	730 HANSON PL				Y		Y	Y				Y	5044695568	550686	710610
KENNER	LA	70062	FUELMAN AIRPORT UNATTENDED	Unbranded	2210 AIRLINE DR				Y		Y	Y				Y	5044677948	940467	154589
KENNER	LA	70062	SHELL-ROOSEVELT	Shell	2505 W METAIRE AVE				Y		Y	Y				Y	5044689646	901174	11183
KENNER	LA	70062	STAR GAS & GROCERY	Unbranded	2023 WILLIAMS BLVD				Y		Y	Y				Y	5044673844	554889	757639
KENNER	LA	70065	CIRCLE K #7664	Circle K	3451 WILLIAMS BLVD				Y		Y	Y				Y	5044675632	542666	273232
KENNER	LA	70065	CIRCLE K #7665	Circle K	3001 LOYOLA DR				Y		Y	Y				Y	5044694285	542667	273233
KENNER	LA	70065	CIRCLE K #8294	Circle K	3101 LOYOLA DR				Y		Y	Y				Y	5044668714	943707	40736

KENNER	LA	70065 DIAZ MARKET DRIFTWOOD	Exxon	8910 W ESPLANADE AVE	Y	Y	Y	Y	5048888010	326108	11139
KENNER	LA	70065 DISCOUNT ZONE 1204	Unbranded	4045 WILLIAMS BLVD	Y	Y	Y	Y	5047125344	332599	371843
KENNER	LA	70065 DISCOUNT ZONE 5895	Unbranded	3301 WILLIAMS BLVD	Y	Y	Y	Y	5044430093	332504	371439
KENNER	LA	70065 LOYOLA SHELL	Shell	3044 LOYOLA DR	Y	Y	Y	Y	5044683938	675287	149719
KENNER	LA	70065 LOYOLA STORE #154	Shell	3049 LOYOLA DRIVE	Y	Y	Y	Y	5043050696	324100	415959
KENNER	LA	70065 SAMS CLUB #8261	Sams Club	455 31ST ST	Y	Y	Y	Y	5044679677	368312	451303
KENNER	LA	70065 SEI FUELS #37307	Shell	3501 WILLIAMS BLVD	Y	Y	Y	Y	5044432736	336703	352654
KENNER	LA	70065 SUPER D FOOD MART	Chevron	901 W ESPLANADE AVE	Y	Y	Y	Y	5044688263	408189	250563
KENNER	LA	70065 WILLIAMS BLVD SHELL	Shell	3206 WILLIAMS BLVD	Y	Y	Y	Y	5044435113	675288	149739
LAFITTE	LA	70067 BROTHERS FOOD MART #151	Exxon	798 JEAN LAFITTE BLVD	Y	Y	Y	Y	5046890790	335738	116831
MARRERO	LA	70072 4915 WESTBANK EX	Chevron	4915 WESTBANK EX	Y	Y	Y	Y	0	419332	261500
MARRERO	LA	70072 AMES EXPRESSWAY DISCOUNT ZONE	Unbranded	6229 WESTBANK EXPY	Y	Y	Y	Y	5043482535	675393	151379
MARRERO	LA	70072 B & B PETROLEUM	Chevron	4700 LAPALCO BYD	Y	Y	Y	Y	9853205079	407488	249223
MARRERO	LA	70072 CIRCLE K #7666	Circle K	2699 BARATARIA BLVD	Y	Y	Y	Y	5043478703	542668	272324
MARRERO	LA	70072 CIRCLE K #7667	Circle K	5000 WESTBANK EXPY	Y	Y	Y	Y	5043283916	542669	272325
MARRERO	LA	70072 COUSINS FUEL MART	Shell	2145 BARATARIA BLVD	Y	Y	Y	Y	5043288855	892735	137401
MARRERO	LA	70072 DISCOUNT ZONE 5268	Unbranded	6200 LAPALCO BLVD	Y	Y	Y	Y	5043417713	682170	203579
MARRERO	LA	70072 DISCOUNT ZONE 5569	Unbranded	7340 WESTBANK EXPRESSWAY	Y	Y	Y	Y	5043281444	332596	371832
MARRERO	LA	70072 GASCO	Chevron	7101 WEST BANK E	Y	Y	Y	Y	5043481550	368108	451063
MARRERO	LA	70072 LAPALCA MARKET & FUEL	Exxon	4963 LAPALCO BLVD	Y	Y	Y	Y	5043473077	645375	338919
MARRERO	LA	70072 MARRERO FUELS	Unbranded	4963 LAPALCO BLVD	Y	Y	Y	Y	5043668464	673562	5078
MARRERO	LA	70072 MURPHY USA #6906	Murphy	4822 LA PALCO	Y	Y	Y	Y	5043474054	947553	348335
MARRERO	LA	70072 ORMOND BIRDIES	Valero	6830 LAPALCO BLVD	Y	Y	Y	Y	5045818478	326767	424248
MARRERO	LA	70072 SHELL AVE A	Shell	4280 WESTBANK EXPY	Y	Y	Y	Y	5042594646	423707	543623
METAIRIE	LA	70001 BROTHERS FOOD MART #119	Exxon	3528 S I-10 SERVICE RD W	Y	Y	Y	Y	5048328197	335696	303399
METAIRIE	LA	70001 BROTHERS FOOD MART #147	Exxon	4115 AIRLINE DR	Y	Y	Y	Y	5043098407	335715	300162
METAIRIE	LA	70001 CIRCLE K #7668	Circle K	2209 N CAUSEWAY BLVD	Y	Y	Y	Y	5048357764	542670	272326
METAIRIE	LA	70001 CLEARVIEW SHELL	Shell	900 CLEARVIEW PKWY	Y	Y	Y	Y	5048856292	675290	149779
METAIRIE	LA	70001 DISCOUNT ZONE 1211	Unbranded	4457 W METAIRIE AVE	Y	Y	Y	Y	5047802222	332499	371420
METAIRIE	LA	70001 FOOD N FUN #28	Chevron	3901 AIRLINE DR	Y	Y	Y	Y	0	418166	260935
METAIRIE	LA	70001 FUEL EXPRESS MAR	Chevron	4975 W NAPOLEON	Y	Y	Y	Y	5043767699	385163	467863
METAIRIE	LA	70001 GET CLEARVIEW & AIRLINE TEXACO	Unbranded	4501 AIRLINE DR	Y	Y	Y	Y	5044553190	867568	1934
METAIRIE	LA	70001 GET CLEARVIEW CHEVRON	Chevron	3901 AIRLINE DR	Y	Y	Y	Y	5048372689	867601	1971
METAIRIE	LA	70001 GET TRANSCON	Texaco	5001 AIRLINE DR	Y	Y	Y	Y	0	412008	257439
METAIRIE	LA	70001 R&E CLEARY	Shell	2100 CLEARY AVE	Y	Y	Y	Y	5043935911	374209	738802
METAIRIE	LA	70001 RETIF OIL & FUEL	Chevron	2201 CLEARVIEW P	Y	Y	Y	Y	5048851332	436640	554823
METAIRIE	LA	70001 SAMS CLUB #4775	Sams Club	3900 AIRLINE DR	Y	Y	Y	Y	5048312911	366884	449684
METAIRIE	LA	70001 STSG LLC	Chevron	2301 CLEARVIEW PKWY	Y	Y	Y	Y	5044569699	407943	201960
METAIRIE	LA	70002 CIRCLE K #7669	Circle K	3530 N CAUSEWAY BLVD	Y	Y	Y	Y	5048329973	542671	272327
METAIRIE	LA	70002 CIRCLE K #7671	Circle K	3140 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048329736	542673	272329
METAIRIE	LA	70002 DISCOUNT ZONE 1199	Unbranded	4300 WAVERLY ST	Y	Y	Y	Y	5048830255	332498	371419
METAIRIE	LA	70002 DISCOUNT ZONE VE	Chevron	2316 VETERANS HWY	Y	Y	Y	Y	5048469913	407934	250033
METAIRIE	LA	70002 ESPLANADE SHELL	Shell	3450 W ESPLANADE AVE N	Y	Y	Y	Y	5048852173	675301	149999
METAIRIE	LA	70002 LAKE AVENUE DISCOUNT ZONE	Unbranded	200 LIVE OAK ST	Y	Y	Y	Y	5048357553	332595	371828
METAIRIE	LA	70002 OM CAUSEWAY OIL	Shell	3200 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048347464	552071	710602
METAIRIE	LA	70002 SEI FUELS #37306	Shell	3313 CLEARY AVE	Y	Y	Y	Y	5044540098	336706	149959
METAIRIE	LA	70002 T J M S LLC	Chevron	3605 CAUSEWAY BL	Y	Y	Y	Y	0	419331	261499
METAIRIE	LA	70002 TRANSCONTINENTAL SHELL	Shell	4941 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048897871	675289	149759
METAIRIE	LA	70003 BROTHERS FOOD MART #118	Exxon	4408 S I-10 SERVICE RD	Y	Y	Y	Y	5044548095	431625	552270
METAIRIE	LA	70003 BROTHERS FOOD MART #126	Shell	6600 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5044554506	383044	747405
METAIRIE	LA	70003 CLEARVIEW SHELL	Shell	4400 CLEARVIEW PKWY	Y	Y	Y	Y	5047792975	865699	137304

METAIRIE	LA	70003 DISCOUNT ZONE 1196	Unbranded	5405 VETERANS BLVD	Y	Y	Y	Y	5049056333	332597	371836	Y
METAIRIE	LA	70003 DISCOUNT ZONE 1203	Unbranded	8000 W METAIRIE AVE	Y	Y	Y	Y	5047371311	368831	371427	Y
METAIRIE	LA	70003 DISCOUNT ZONE 1207	Unbranded	8824 VETERANS BLVD	Y	Y	Y	Y	5043382623	332502	371431	Y
METAIRIE	LA	70003 DISCOUNT ZONE 5926	Unbranded	5920 VETERANS BLVD	Y	Y	Y	Y	5048884644	332507	371446	Y
METAIRIE	LA	70003 WEST METAIRIE SHELL	Shell	5900 W METAIRIE AVE	Y	Y	Y	Y	5047337000	941659	11140	Y
METAIRIE	LA	70005 CIRCLE K #0467	76	400 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048353310	943679	40714	Y
METAIRIE	LA	70005 DISCOUNT ZONE 5334	Unbranded	1620 VETERANS BLVD	Y	Y	Y	Y	5048314444	332508	371449	Y
METAIRIE	LA	70005 OLD METAIRIE SHELL	Shell	1409 METAIRIE RD	Y	Y	Y	Y	5048354085	675297	149919	Y
METAIRIE	LA	70005 SEL FUELS #37303	Circle K	1101 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048312004	336704	149799	Y
METAIRIE	LA	70006 CIRCLE K #7670	Chevron	4601 VETERANS MEMORIAL BLVD	Y	Y	Y	Y	5048881596	542672	272328	Y
METAIRIE	LA	70006 FOOD N FUN #26	Chevron	4320 CLEARVIEW P	Y	Y	Y	Y	5048880129	405155	537936	Y
METAIRIE	LA	70006 GET GO CLEARVIEW & QUINCY CHEV	Chevron	3120 CLEARVIEW PARKW	Y	Y	Y	Y	5048853653	869472	4391	Y
NEW ORLEANS	LA	70121 24-7 DISCOUNT	Unbranded	3500 JEFFERSON HWY	Y	Y	Y	Y	5048349007	204809	59574	Y
NEW ORLEANS	LA	70121 JEFFERSON HWY SHELL	Shell	2401 JEFFERSON HWY	Y	Y	Y	Y	5048389210	675292	149819	Y
NEW ORLEANS	LA	70121 SHELL JEFFERSON	Shell	4501 JEFFERSON HWY	Y	Y	Y	Y	5042586666	900711	10986	Y
NEW ORLEANS	LA	70123 ELMWOOD AUTOMATED	Unbranded	1000 SAMS AVE	Y	Y	Y	Y	5043499000	952771	70412	Y
NEW ORLEANS	LA	70123 HICKORY AVE SHELL	Shell	1700 HICKORY AVE	Y	Y	Y	Y	5047372873	675293	149839	Y
NEW ORLEANS	LA	70123 HICKORY SHELL	Shell	1850 DICKORY AVE	Y	Y	Y	Y	5047339041	972359	56733	Y
NEW ORLEANS	LA	70123 JEFFERSON TRUCK STOP	Unbranded	5350 JEFFERSON HWY	Y	Y	Y	Y	5048180608	828760	151423	Y
NEW ORLEANS	LA	70123 MURPHY USA #6716	Murphy	5108 JEFFERSON HWY	Y	Y	Y	Y	5047373731	947547	348329	Y
NEW ORLEANS	LA	70123 RIVER RIDGE SHELL	Shell	9320 JEFFERSON HWY	Y	Y	Y	Y	5047397868	325158	150039	Y
WESTWEGO	LA	70094 BROTHERS FOOD MART #101	Exxon	9000 WESTBANK EXPY	Y	Y	Y	Y	5044370010	335691	11138	Y
WESTWEGO	LA	70094 BROTHERS FOOD MART #108	Exxon	8692 RIVER RD	Y	Y	Y	Y	5044314061	186891	36484	Y
WESTWEGO	LA	70094 BROTHERS FOOD MART #128	Shell	2501 HWY 90 W	Y	Y	Y	Y	5044362470	335709	150200	Y
WESTWEGO	LA	70094 BROTHERS FOOD MART #152	Exxon	1200 WESTBANK EXPWY	Y	Y	Y	Y	5043249047	335739	360139	Y
WESTWEGO	LA	70094 MAGNOLIA EXPRESS	Exxon	900 BRIDGE CITY AVE	Y	Y	Y	Y	5043611889	351068	30087	Y
WESTWEGO	LA	70094 SHELL AVE H	Shell	833 WESTBANK EXPY	Y	Y	Y	Y	5043670904	423042	162779	Y
WESTWEGO	LA	70094 SHELL VICTORY	Shell	1608 WESTBANK EXPRESSWAY	Y	Y	Y	Y	5043255643	423043	362940	Y
WESTWEGO	LA	70094 WESTBANK TRUCKSTOP	Shell	9800 WESTBANK EXPY	Y	Y	Y	Y	5043554242	903605	27401	Y



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/05/2022

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Retif Oil & Fuel, LLC 1840 Jutland Drive Harvey LA 70058-2361 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570091892447 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0550312409	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			BAP 5503125-09	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)  EACH OCCURRENCE AGGREGATE
B	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/A		WC550312309	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE- EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Retif Oil & Fuel, LLC 1840 Jutland Drive Harvey LA 70058-2361 USA	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  <i>Aon Risk Services Central, Inc.</i>
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Certificate No : 570091892447