

BULK FUEL FOR EQUIPMENT – ADVERTISEMENT

The Board of Commissioners of the Red River, Atchafalaya & Bayou Boeuf Levee District will receive sealed bids at 10 Calvert Drive, Alexandria, LA 71303 until 10:00 a.m CST Monday, June 5, 2023, at which time bids shall be publicly opened and read aloud for the bulk fuel for equipment for the RRABB Levee District. Bids must be sealed and identified on the outside of the envelope as “Bid for RRABB Bulk Fuel”. Bids received after closing time shall be returned unopened.

It is the intent of the Red River, Atchafalaya & Bayou Boeuf Levee District to secure pricing on bulk fuel (Highway and Off-Road Diesel) for RRABB’s equipment and also supply the bulk storage tanks at each location described below.

All products shall be offloaded by the successful bidder, F.O.B. freight pre-paid, to the three RRABB Levee District shop locations in Rapides, Avoyelles and St. Landry Parishes.

Please contact Ryan Ingles or Ellen Burke at 318-443-9646 or www.rrabb.net for bid sheet and/or for additional information.

BID PROPOSAL

BULK FUEL FOR EQUIPMENT

RAPIDES PARISH

STATE OF LOUISIANA

RED RIVER, ATCHAFALAYA & BAYOU BOEUF LEVEE DISTRICT

Andrew Leon

President

Ryan Ingles

Executive Director

June 2023

BULK FUEL FOR EQUIPMENT

RED RIVER, ATCHAFALAYA & BAYOU BOEUF LEVEE DISTRICT

Sealed bids for the above will be received until **10:00 a.m. CST, Monday, June 5, 2023** and publicly opened at the RRABB Levee District Office located at 10 Calvert Drive, Alexandria, LA 71303.

Please file bid by one of the following means:

Hand-Delivered or Express Delivery:

Attention: Ryan Ingles, Executive Director
10 Calvert Drive
Alexandria, LA 71303
Phone: 318.443.9646

Mailed via USPS:

Attention: Ryan Ingles, Executive Director
10 Calvert Drive
Alexandria, LA 71303
Phone: 318.443.9646

Complete bid specifications are available for reviewing and downloading at the RRABB Levee Districts website www.rrabb.net; specifications are also available at the RRABB Levee District Office in Alexandria. Please call 318.443.9646 for more information.

BULK FUEL FOR EQUIPMENT – INFORMATION TO BIDDERS

The Board of Commissioners of the Red River, Atchafalaya & Bayou Boeuf Levee District will receive sealed bids at 10 Calvert Drive, Alexandria, LA 71303 until 10:00 a.m CST Monday, June 5, 2023, at which time bids shall be publicly opened and read aloud for the bulk fuel for equipment for the RRABB Levee District

It is the intent of the Red River, Atchafalaya & Bayou Boeuf Levee District to secure pricing on bulk fuel for RRABB's equipment and also supply the bulk storage tanks at each location described below. This contract shall remain in effect for a period of thirty-six (36) months from the award date. Contingent upon the availability of funds.

All products shall be offloaded by the successful bidder, F.O.B. freight pre-paid, to the three RRABB Levee District shop locations described below:

1. Rapides Parish Shop: Located at 10 Calvert Drive, Alexandria, LA 71303
 - a. Supply (1) 1,000 gallon fuel tank for off-road diesel
 - b. Supply (1) 1,000 gallon fuel tank for highway diesel
2. Avoyelles Parish Shop: Located at 4247 Hwy. 1, Marksville, LA 71350
 - a. Supply (1) 1,000 gallon fuel tank for off-road diesel
 - b. Supply (1) 1,000 gallon fuel tank for highway diesel
3. St. Landry Parish Shop: Located at 826 First Street, Melville, LA
 - a. Supply (1) 1,000 gallon fuel tank for off-road diesel

**Fuel Tanks shall include pump and metering device (120V power is available at each tank location)

Please contact Ryan Ingles or Ellen Burke at 318-443-9646 or www.rrabb.net for bid sheet and/or for additional information.

GENERAL CONDITIONS FOR BIDDERS

1. Pursuant to LA R.S. 38.2212.1.C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38.2212.B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the RRABB Levee District. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination, Freight Prepaid, unless otherwise requested.
4. Each bidder shall submit his proposal on the proposal form furnished by the RRABB Levee District. The complete bid package must be returned as issued by the RRABB Levee District with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendors entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38.2212.F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistics Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the RRABB Levee District.
8. Pursuant to LA R.S. 38.2212.1.F., any public procurement unit may participate in a cooperative purchasing agreement with the RRABB Levee District to acquire quantities of the above listed items under a contract with the RRABB Levee District for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of title 39 of the Louisiana Revised Statutes of 1950, R.S. 39.1701 et seq.
9. The RRABB Levee District reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications.
10. All erasures or corrections on the bid form must be initialed and the RRABB Levee District may rely on the apparent authority represented by the initials.
11. The RRABB Levee District reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the RRABB Levee District.
12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly at the RRABB Levee District Office located at 10 Calvert Drive, Alexandria, LA 71303.
14. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
15. When any bid is accepted for the construction of doing of any public works, a written contract shall be executed by and between the RRABB Levee District and the Contractor. No contract shall be

binding upon the RRABB Levee District until it has been executed by the RRABB Levee District and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertise for public bid, said decision to be in the sole judgement of the RRABB Levee District. This action may result in the loss of bidding privileges for a period of one (1) year.

16. The RRABB Levee District shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
17. The RRABB Levee District is exempt from all taxes. A tax-exempt form shall be furnished by the RRABB Levee District if requested.
18. Bidder(s) awarded item(s) by the RRABB Levee District shall be responsible for supplying all products at the awarded price(s). Failure may result in the RRABB Levee District's cancellation of the remaining items awarded.
19. Regarding Service Contracts and Procurement Contracts, the terms of this contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Executive Director of the RRABB Levee District and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
 - a. By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
 - b. By the Executive Director, on behalf of the RRABB Levee District, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - c. By satisfactory completion of all services and obligations described in the contract.
 - d. If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the RRABB Levee District by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the RRABB Levee District within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the RRABB Levee District and delivered to the Administrative Office, stating that an appeal to the decision of cancellation is desired. The RRABB Levee District shall therefore hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the RRABB Levee District may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by the Contractor, a written determination of its findings.
20. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractors License Number on the front of the bid envelope, except for certain projects for which a Contractors License Number is not required by the State Contractors Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do

so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B(5)(a)(b)(c); see Item 21 below)

21. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212B(5)(a)(b)(c).
22. In-state preferences shall not apply to procurements involving federal funds.
23. Pursuant to LA R.S. 38:2212O(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any of the following methods: (1) facsimile transmission; (2) email; (3) by hand; or (4) posted on the RRABB Levee District website (rrabb.net).
24. **MINIMUM REQUIRED INSURANCE**

CONTRACTOR shall purchase and maintain the following types of insurance as are appropriate for the work being performed by the CONTRACTOR. Certificates of Insurance shall be furnished to RRABB agreeing that coverage afforded shall not be canceled, materially changed or renewal refused without at least thirty (30) days written notice to Red River, Atchafalaya & Bayou Boeuf Levee District. With the exception of the Workers' Compensation and Employers' Liability Policy, all other liability insurance policies shall name the following parties as additionally insured: Red River, Atchafalaya & Bayou Boeuf Levee District. The limits of liability for each of the policies shall be for not less than the amount shown below or shall be greater where required by laws or regulations. The policies shall all be endorsed to be primary and non-contributory to any insurance available to any additional insured, including but not limited to Red River, Atchafalaya & Bayou Boeuf Levee District.

Workers' Compensation insurance complying with all applicable workers' compensation statutes of the State of Louisiana for the protection of Contractor and its employees engaged in work required by the contract. Where applicable, coverage for USL&H and MEL shall be in force.

Employer's Liability Insurance with minimum limits of \$1,000,000 for the protection of Contractor and its employees engaged in work required by this contract.

Commercial General Liability Insurance, including Products/Completed Operation coverage, with minimum limits of \$1,000,000 per occurrence. Policy must be written on an "occurrence" basis; "claims made" coverage is unacceptable.

Business Automobile Liability Insurance with minimum limits of \$1,000,000 covering the operation, maintenance and use of all vehicles used in carrying out the terms of the contract.

All insurance shall be issued by insurance companies authorized to do business in Louisiana with an A.M. best rating of A-:VI or higher. This requirement may be waived from Workers Compensation Insurance.

All policies of insurance required to be maintained by Contractor, with the exception of Worker's Compensation and Employer's Liability Insurance, shall name the "Red River, Atchafalaya & Bayou

Boeuf Levee District” as an additional insured and shall be endorsed to waive subrogation against the Red River, Atchafalaya & Bayou Boeuf Levee District.

All policies of insurance required to be maintained by Contractor shall provide that in the event of cancellation, non-renewal or material change, notice shall be given to RRABB by registered mail, return receipt requested.

If appropriate, the RRABB Executive Director may waive some of the insurance requirements set forth above.

BID SPECIFICATIONS

Scope: The following specifications outline the required criteria for equipment fuel purchases, in bulk quantities only, for a thirty-six (36) month period. Vendors submitting bids must meet or exceed all the requirements listed below.

Unless otherwise stated, the use of manufacturers name and product numbers are for descriptive purposes and to establish general quality levels only, they are not intended to be restrictive.

All orders will be placed on an “as needed” basis only; no quantities are guaranteed. The RRABB Levee does not own bulk fuel tanks.

All products shall be offloaded by the successful bidder, F.O.B. freight pre-paid, to the three RRABB Levee District shop locations described below:

Rapides Parish Shop: Located at 10 Calvert Drive, Alexandria, LA 71303

- a. Supply (1) 1,000 gallon fuel tank for off-road diesel
- b. Supply (1) 1,000 gallon fuel tank for highway diesel

Avoyelles Parish Shop: Located at 4247 Hwy. 1, Marksville, LA 71350

- c. Supply (1) 1,000 gallon fuel tank for off-road diesel
- d. Supply (1) 1,000 gallon fuel tank for highway diesel

St. Landry Parish Shop: Located at 826 First Street, Melville, LA

- e. Supply (1) 1,000 gallon fuel tank for off-road diesel

**Fuel Tanks shall include pump and metering device (120V power is available at each tank location)

Usage for all three Parish locations fluctuates depending on the season. Typically, usage peaks in the summer months and drops off considerably in the winter months.

Prospective bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as stated. Bidder should indicate in the space provided below, under “Bidders Response”, the necessary information to indicate he/she is conforming with the bid specifications for each item as written. If the Bidder is in complete compliance with each bid specification item as written, please write “Comply” in the space provided; if not, please indicate in this space, the necessary information on the product you are proposing. Each specification response is necessary to ensure the proper evaluation and tabulation of this bid. If each “Bidders Response” section is not filled in or completed, your bid may be rejected.

1.0 Fuel Specifications

1.1 HIGHWAY DIESEL FUEL

Bidders Response:

1.1.1 Highway diesel shall be Ultra Low Sulfur Diesel (ULSD) only as mandated by EPA 40 CFR 80 and 86, effective October 15, 2006

1.1.2 Orders shall be placed on an “as needed” basis, for bulk quantities only

1.2 OFF-ROAD DIESEL FUEL

1.2.1 Orders shall be placed on an “as needed” basis, For bulk quantities only

2.0 Authorized Vendors

2.1 The successful bidder may be required to furnish letters of authorization from each of the terminals bidder has listed on the Prices Pages of this bid package, prior to bid award

2.2 The authorization letters shall state that the successful bidder is authorized to purchase fuel from their terminal and shall include the type of fuel being furnished

2.3 The authorization letters shall be signed by an authorized company representative for each terminal

3.0 Order and Placement

3.1 Bulk fuel orders shall be processed in the following manner:

Step 1: The RRABB Levee District placing the order shall notify the successful bidder as to the required fuel type for that particular order.

Step 2: A purchase order shall be faxed or emailed to the successful bidder for order delivery

Step 3: Delivery shall be made on the following day of the order placement unless otherwise specified by the RRABB Levee District

END SPECIFICATIONS

PRICE PAGE

Bid Item #1: HIGHWAY DIESEL

Terminal Name and Location:

Delivery Cost Per Gallon Over Terminal Cost (OTC)

1. Terminal Name: _____ \$0. _____ /Cents Per Gallon OTC
Terminal Location: _____

Bid Item #2: OFF-ROAD DIESEL

Terminal Name and Location:

1. Terminal Name: _____ \$0. _____ /Cents Per Gallon OTC
Terminal Location: _____

** Prices shall include the fuel, tanks, pumps, meters, and any other items required in order to successfully transfer fuel from the tanks to the RRABB equipment.

BIDDER INFORMATION:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (____) _____ Fax #: (____) _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

Email Address: _____