

**ASCENSION PARISH & To Be Determined (TBD)**  
**AUTOMATED FLEET FUEL SYSTEM AND SUPPLIER FOR ON-SITE DISPENSING,**  
**OFF-SITE DISPENSING AND BULK DELIVERIES - Sealed Bid:**

THIS CONTRACT, MADE and entered into this \_\_\_\_\_ day of January 2016, with an effective date of February 1, 2016 by and between:

**Ascension PARISH Government** (hereinafter BUYER or PARISH), appearing herein through its President, Tommy Martinez, acting by virtue of Resolution of the PARISH Council of Ascension; dated January 24, 2013.

And

\_\_\_\_\_ (hereinafter, SELLER or CONTRACTOR), whose mailing address is: \_\_\_\_\_  
\_\_\_\_\_ and whose tax identification number is \_\_\_\_\_;  
appearing herein through its duly authorized Representative, \_\_\_\_\_, TITLE: Owner, in consideration of the mutual covenants hereinafter set forth, agree as follows:

EXHIBIT "A" – Off-site Fueling locations, dated **To Be determined (TBD)**

EXHIBIT "B" – Contractor Furnished Equipment (CFE), dated 10 December 2016

**TERM**

This contract period of performance shall be for a three (3) year period beginning February 1, 2016 through January 31, 2019. The contract contains the option of adding an additional three (3) years of performance via unilateral one (1) year options at the Base contract price.

**SCOPE OF CONTRACT**

**CONTRACTOR'S REQUIREMENTS**

The SELLER shall have thirty (30) days, from the date of award, 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 sole cost all cards including replacements for a one-card system.

Minimum insurance requirements for this bid are set at one million dollars. Insurance shall be at the CONTRACTOR's sole expense. The CONTRACTOR agrees to maintain, until completion of all delivery of the Goods and services of this contract, insurance of the following kinds and amounts, with insurance companies authorized to do business in the State of Louisiana, covering all operations performed under this contract performed by them:

- a. Workers or Workmen's Compensation and Employer's Liability Insurance covering all of the CONTRACTOR's employees engaged in services hereunder in amounts required by Louisiana State Law and satisfactory to the PARISH.
- b. Public Liability and, for each and every motor vehicle used in performance hereunder, Automotive Public Liability, in amounts not less than \$500,000 combined single limit coverage.
- c. Professional General Liability Insurance, including errors and omissions coverage, in an amount of not less than \$1,000,000 subject only to deductible not to exceed five (5%) of the amount of the policy.

A Certificate of Insurance providing a thirty (30) day period for notice of cancellation or significant change will be required as proof of coverage. This certificate will be furnished to the PARISH before work commences.

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Insurance is to be with insurers with an A>M> BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage ONLY if the CONTRACTOR has Workers' compensation coverage provided by company who participates in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

The PARISH will provide electric and telephone service for the onsite refueling station located at 42077 Church Point Road, Gonzales , LA 70737 . This station must be capable of being operated with a normal power sources. In the event of an emergency; the parish can put the card reader in manual by pass and connect the dispensers to generator power without telephone services. All maintenance and repairs, other than electric and telephone service repairs, will be the responsibility of the Supplier. Equipment maintenance and service will be provided in a timely manner so as not to disrupt the 24 hour-a-day, 7 day-a-week operation of the PARISH.

Refueling units will be capable of being manned and operated by the PARISH employees who will be trained by the CONTRACTOR to operate the unit.

AUTOMATED FLEET FUEL SYSTEM AND SUPPLIER

ON CONSIGNMENT REQUIREMENTS

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

CONTRACTOR shall supply the following equipment/supplies and be responsible for the following services but not limited to:

1. Motor Fuels as listed (the physical inventory).
2. Fuel Tank Management including Inventory Reporting to Ascension Parish Government
3. Pump Totalizer Accounting.
4. Assume the cost of inventory shortages with the exception of manual bypass shortages .
5. A one card system (one card per vehicle or one card per driver) to activate the fuel dispensing.

REPORTS

CONTRACTOR, at its sole expense, shall provide weekly reporting to the Vehicle Equipment Operations Manager to substantiate the fuels invoice. The required weekly report shall include the following:

1. Vehicle Department
2. Vehicle Number and description.
3. Date and time of fueling
4. Location of fueling
5. Vehicle mileage
6. Gallons dispensed into vehicle
7. Type of fuel
8. Price and extended total of fueling
9. Miles per gallon of vehicle
10. Electronic delivery of report
11. A report that provides for the total number of gallons by fuel type purchased by the Ascension PARISH Government at all, if any, branded fuel sites.

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Monthly reports shall contain the following:

1. Monthly recap of weekly information
2. Beginning and ending mileage
3. Cost per mile for fuels used
4. Any additional reports required by the Ascension PARISH Government will be reimbursable at the CONTRACTOR's actual cost only.

AUDITS

The PARISH reserves the right to have representatives of the Department of Public Works or representatives of the Department of Finance inspect and audit the records maintained by the CONTRACTOR concerning the products and services described herein.

ON PREMISE LOCATIONS

CONTRACTOR shall supply the following locations with the On Consignment and Bulk motor fuels for the PARISH.

Ascension PARISH Public Works East  
42077 Church Point Road  
Gonzales, Louisiana 70737

CONTRACTOR shall supply the following locations with the On Consignment motor fuels, CBOB - Ethanol E10 Unleaded 87 Octane and ULS No. 2 Diesel – Off-Road for Ascension PARISH Government

Bulk Off-Road Diesel fuel shall also be delivered to the following locations and invoiced separately.

Ascension PARISH Jail Facility  
2384 Lemannville Cutoff  
Donaldsonville, Louisiana 70346

Lamar Dixon  
9039 S Street  
Landry Road  
Gonzales, LA 70737

Marvin Braud Pump Station  
AKA McElroy Pump Station  
Sorrento, La 70778

Ascension PARISH Public Works West  
725 Church Street  
Donaldsonville, La 70346

Sorrento Pump Station  
44362 Conway Street  
Sorrento, La 70778

**\*\* Locations may be removed or added within the Ascension PARISH Government boundaries as the need arise.**

Pumping stations and other offsite storage tanks will be delivered on as need bulk delivery basis based on Terminal Rack plus Common Carrier Fees of this contract.

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OFF PREMISE LOCATIONS

CONTRACTOR, at his sole expense, shall make available fuel sites, that dispense branded or unbranded motor fuels that are capable of electronically processing fuel transactions that will be integrated into CONTRACTOR's weekly fuel report. **See EXHIBT "A" dated To Be determined (TBD), title Off-Site Fueling Locations.**

**CONV CLEAR**

Unl – Unleaded 87 Octane

**CBOB Ethanol 10%**

Unl – Unleaded 87 Octane

**ALLOWABLE DIESELS:**

**CONV CLEAR**

Uls No 2 – Highway Ultra Low Sulphur

INCLUDED BY REFERENCE

- 1) Ascension PARISH Solicitation No. \_\_\_\_\_,  
Automated Fleet Fuel System and Supplier On-Site and Bulk Deliveries, as amended at time of CONTRACTOR Award, to include all attachments and addendums.
- 2) \_\_\_\_\_ Bid Response, Ascension Parish Government Solicitation No. \_\_\_\_\_, dated \_\_\_\_\_

COMPENSATION

Allowable OPIS Baseline Fuel Cost will be calculated using the Current Thursday OPIS "Average Rack" (regardless of Brand) for PADD 3, Baton Rouge, Louisiana. The Thursday "Average Rack" plus the Fixed Price On and Off Site Consignment/Common Carrier Fees, times the number of gallons actually dispensed, less allowable Tax exemptions, if any will be the invoice price per gallon. The fee (on consignment and off premise) shall remain Fixed through the entire term of the contract. OPIS Current Thursday Report showing "Average Rack" shall be provided with invoices submitted for payment by the CONTRACTOR for verification of OPIS Average Rack . The price per gallon should be OPIS PRICE plus fees as follows:

The prices paid per gallon to the CONTRACTOR for fuel shall be no greater than the price listed as the Oil Price Information (OPIS) Pad 3 Baton Rouge for that fuel, whether branded or unbranded prices. Price per gallon shall be adjusted each week in accordance with the OPIS "Average Rack" report. CONTRACTOR agrees that freight charges will be based on normal common carrier freight to deliver branded or unbranded product. The price per gallon shall be OPIS PRICE plus fees as follows:

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TERMS OF CONTRACT AUTOMATED FLEET FUEL SYSTEM AND SUPPLIER

Description	Consignment Fee		Common Carrier Fee	
	On-Site	Off-Site	On-Site	Off-Site
Gasoline				
87 Octane 10% Ethanol				
87 Octane Non-Ethanol				
	TBD	TBD	TBD	TBD
Diesel # 2 (Highway)				
	TBD	TBD	TBD	TBD
Diesel Non-Highway (Bulk Dyed)				
	TBD	TBD	TBD	TBD

GENERAL

Consignment fee being that mark-up per gallon paid for only the automated on and off-site system dispensed fuels each week.

CONTRACTOR shall invoice the PARISH on a Consignment fee being that mark-up per gallon paid for only as the automated fuel system dispenses each week, with terms of Net 30 days.

Bulk fuels delivered for manual dispensing or consumption will be invoiced Net 30 days.

The PARISH is exempted from all Federal Excise Taxes, and all Louisiana State, City, and Local Sale and Use Taxes. The Ascension PARISH Government is obligated to pay Louisiana State Taxes on all road vehicle use, and any underground storage tank fees ;state inspection fees , federal leaking underground and federal Oil spill liability as required by law. Off Road, dyed diesel is exempt from Louisiana State Sales Tax.

If the PARISH has to purchase 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 reimbursement 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. Reasonable lead time will be given to the supplier prior to purchasing from another source. Supplier will have the option to have another supplier deliver prior to the PARISH purchasing from another supplier.

At time of termination, or completion, the CONTRACTOR shall agree, if requested, to transfer, through sale, all CONTRACTOR Furnished Equipment (CFE) in use for the Automated and Bulk fuels system, based on original cost less depreciation. **SEE EXHIBIT "B" CONTRACTOR FURNISHED EQUIPMENT (CFE) LIST DATED 10 December 2016**

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If at termination or completion the PARISH does not request the transfer of equipment, the CONTRACTOR will be allowed thirty (30) days to remove CONTRACTOR owned equipment.

TERMINATION OR SUSPENSION

The PARISH reserves the right to terminate this contract prior to the end of the period indicated on thirty- (30) day written notice, for unsatisfactory delivery or for failure to meet the required specifications. In the event of termination, The PARISH in accordance with the terms of the contract shall pay for all orders delivered prior to the effective date of termination, whereupon all obligations of both parties to the contract shall cease.

The Ascension PARISH Government reserves the right to terminate any contract anytime for any reason by issuing a thirty (30) day written notice to the vendor. In the event of termination of said contract, all obligations of either party under this contract shall cease.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required and until such insurance has been approved by the owner through its Purchasing Department and with an insurance company that has industry rating of at least B+, Class VI, according to Best's Key Rating Guide, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract without the required insurance.

ORDER OF PRECEDENCE

- 1) This Contract Agreement.
- 2) Ascension PARISH Solicitation and specifications No.\_\_\_\_\_. Dated\_\_\_\_\_, Automated Fleet Fuel System and Supplier On-Site and Bulk Deliveries, as amended at time of CONTRACTOR Award, to include all attachments and addendums.
- 3) \_\_\_\_\_, Ascension Parish Government Solicitation No.\_\_\_\_\_, dated \_\_\_\_\_

CONTROLLING LAW

This agreement is to be governed by the laws of Louisiana, and it is agreed that the venue for any and all litigation arising out of this contract shall be in the 23<sup>rd</sup> Judicial District Court, PARISH of Ascension, Louisiana.

SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign this contract without written agreement of the other party.

Nothing contained in this paragraph, shall prevent CONTRACTOR from employing subcontractors, as he deems appropriate to assist him in the performance of services hereunder, at his own expense, risk and liability.

PUBLIC LIABILITY

CONTRACTOR agrees to defend, indemnify, save and hold the PARISH harmless from and against any and all claims, demands expenses and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the CONTRACTOR, its

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agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by THE PARISH as a result of any such claim, demands, and/or causes of action.

CONTRACTOR is absolutely liable for any and all actions of or by any employees retained by CONTRACTOR in conjunction with the services to be performed pursuant to this contract.

CLAIM FOR LIENS

CONTRACTOR shall hold PARISH harmless from any and all claims for liens of labor, services, or material furnished to CONTRACTOR in connection with the performance of its obligations under this contract.

IN WHITNESS WHEREOF, the parties hereto have entered into this contract on the day and year first written, with an effective date of 1 February 2016.

**BUYER:**

**SELLER:**

ASCENSION PARISH GOVERNMENT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Name:

Title: Parish President

Title: Owner

WITNESSES:

WITNESSES:

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**DELIVERIES** - Sealed Bid:  
EXHIBIT "A"  
OFF-SITE FUEL LOCATIONS  
TO BE DETERMINED

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EXHIBIT "B"  
 CONTRACTOR FURNISHED EQUIPMENT (CFE) LISTING  
 DATE; 11 December 2016

<b>DPW – EAST</b> Church Point Road Gonzales, LA	(2) Gasboy 9153 KFCX Fuel Dispensers with two pedestals	\$15,419.00
	(1) Fuel Master Pump Controller	7,996.00
	(1) Gas Smart Tank Monitor	Not for Sale
	(1) Diesel Smart Tank Monitor	Not for Sale
<b>DPW – WEST</b> Church Street Donaldsonville, LA	(1) 550 Gallon Dual Wall Tank - Serial # D531372	2,119.00
	(1) Fill-Rite FR4210D 12 Volt Pump - Serial # CB251009	388.00
<b>LAMAR DIXON</b> 9039 S Street Gonzales, LA	(1)550 Dual Wall Tank - Serial# C915497	2119.00
	(1)Fill-Rite FR700V 115V AC Pump w/Meter - Serial# CB169649	650.00