

ACADIA PARISH POLICE JURY

SEALED BID

BID DUE DATE:
JUNE 21, 2023 BY 10:30AM

BID FOR:
FUEL

BID NUMBER:
OFF-ROAD DIESEL – CONTRACT #1
REGULAR UNLEADED GASOLINE –
CONTRACT #2
DIESEL – CONTRACT #3

ATTN: SAMANTHA HICHMAN, PURCHSING AGENT
ADMIN BUILDING
505 N.E. COURT CIRCLE
CROWLEY, LA 70527

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

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Acadia Parish Police Jury (herein called the AOwner@), invites sealed bids on the form attached hereto, all blanks must be appropriately filled in. All bids must be sealed and plainly marked on outside of envelope: A BID FOR FUEL@ and mailed to the Acadia Parish Police Jury, P. O. Box A, Crowley, LA 70527-6001. Hand Delivered to 505 N.E. Court Circle, Admin. Office Bldg., Crowley or by electronic bid at www.centrauctionhouse.com, until **Wednesday, June 21, 2023, at 10:30 A.M.**, in the Police Jury Office, 505 N.E. Court Circle, Administrative Office Building, Crowley, Louisiana for three separate contracts:

- 1) The purchase of Off-Road Diesel for the period beginning August 1, 2023 through January 31, 2024 (Contract #1)
- 2) The purchase of Regular Unleaded Gasoline for the period beginning August 1, 2023 through January 31, 2024 (Contract #2)
- 3) The purchase of Diesel for the period beginning August 1, 2023 through January 31, 2024 (Contract #3)

Sealed bids will then, at said Office, be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Acadia Parish Police Jury, P. O. Box A, Crowley, LA 70527-6001 and designated as bid for:

Off-Road Diesel (Contract #1)
&
Regular Unleaded Gasoline (Contract #2)
&
Diesel (Contract #3)

The Owner may reject any and all bids for just cause. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. PREPARATION OF BID

When called for on the Bid Form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall govern. In the event that the Bidder does not show prices in both words and in figures, the bid shall be tabulated in accordance with the form of the price provided.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the contract for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Bidders should avoid making mistakes, delineations or other corrections on bids, since such may make it difficult for the Parish Government to ascertain the information contained in the bid. In the event that a Bidder must make such corrections to a bid, the corrections should be made in such a manner that the information contained on the Bid Form can be fairly and reasonably discerned and ascertained by the Parish Government. The Parish Government shall have the right to reject any bid in the event that it is unable to reasonably determine the information and bids supplied by the Bidder therein.

3. TELEGRAPHIC MODIFICATION

Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction of other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. METHOD OF BIDDING

The Owner invites a unit price bid on the Off-Road Diesel (Contract #1), Regular Unleaded Gasoline (Contract #2) & Diesel (Contract #3).

5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids are discouraged.

6. TIME OF DELIVERY

The successful bidder shall make available and shall deliver As-needed @ quantities of fuel within 24 hours (twenty-four) hours of the placement of an order. The Owner reserves the right to cancel contract if, in the opinion of the Owner, materials are not being made available within a reasonable time.

7. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Acadia Parish Police Jury, and to be given consideration **must be** received at least three days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes).

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will deem to be included in the contract the same as though herein written out in full.

9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

For each separate contract, Contract #1, Contract #2 and Contract #3, the total amount quoted shall be in the sum of the correct extensions of the unit price bid on each item of work, multiplied by the estimated gallons of fuel shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents place) shall not be rounded off; i.e., any portion of a cent appearing in the extended amount shall be dropped from the amount.

The right is reserved by the Owner to reject any and all bids or to accept any bid(s) which, in the opinion of the Owner, will be in the best interest of the Parish of Acadia.

10. SPECIFICATIONS:

- a. Price is to be bid by the gallon on a cost-plus basis (i.e. - opis + .x cents) and shall include the furnishing and delivery of all materials, plant, equipment, tools and all other facilities, and the performance of all labor services necessary or proper for the furnishing and delivery of fuel.
- b. Bids shall not include taxes. All applicable taxes shall be applied separately at the time of fuel orders.
- c. The Owner reserves the right to request periodic supplier price verification.
- d. Fuel shall be delivered, on demand, f.o.b. Public Work Yards located in Crowley- 247 Roller Road, Branch- 114 Bias Road & Iota- 540 North Fifth Street, Monday thru Thursday 6:00 a.m.- 5:00 p.m. and Egan- 611 Petal Road, Monday thru Friday 7:00 a.m. - 4:30 p.m.
- e. *Mark up shall include all other charges, fees & surcharges except taxes.*
- f. Delivery is to be made within 24 (twenty-four) hours of placement of an order.
- g. Scale certification will be required from successful bidder.

Attest:
Huey Bryan Borill
Secretary-Treasurer

Chance K. Henry
President

**BID FURNISHING AND DELIVERY OF OFF-ROAD DIESEL (CONTRACT #1)
for the Acadia Parish Police Jury**

CONFIDENTIAL

| ITEM NO. | DESCRIPTION, QUANTITY, AND UNIT | UNIT PRICE | EXTENSION |
|----------|--|------------|-------------|
| 1 | Crowley Barn 22,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$ 5,057.80 |
| 2 | Branch Barn 15,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$3,448.50 |
| 3 | Iota Barn 14,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$3,218.60 |
| 4 | Acadia Parish Landfill (Egan) 40,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$9,196.00 |

**BID FOR FURNISHING AND DELIVERY OF REGULAR UNLEADED GASOLINE
(CONTRACT #2) for the Acadia Parish Police Jury**

| ITEM NO. | DESCRIPTION, QUANTITY, AND UNIT | UNIT PRICE | EXTENSION |
|----------|--|------------|------------|
| 1 | Crowley Barn 11,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$2,528.90 |
| 2 | Branch Barn 5,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$1,149.50 |
| 3 | Iota Barn 5,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$1,149.50 |
| 4 | Acadia Parish Landfill 2,000 Gallons <u>Markup per Gallon - twenty two ninety ninety cents DOLLARS</u> | \$+.2299 | \$459.80 |

****ALL FUEL PRICING IS BASED ON 2,000+ GALLONS DELIVERIES****

**BID FOR FURNISHING AND DELIVERY OF DIESEL
(CONTRACT #3) for the Acadia Parish Police Jury**

| ITEM NO. | DESCRIPTION, QUANTITY, AND UNIT | UNIT PRICE | EXTENSION |
|----------|---|-----------------|-------------------|
| 1 | Crowley Barn 7,000 Gallons <u>Markup per Gallon</u> <small>twenty two ninety ninety cents</small> <u>DOLLARS</u> | <u>\$+.2299</u> | <u>\$1,609.30</u> |
| 2 | Acadia Parish Landfill 28,000 Gallons <u>Markup per Gallon</u> <small>twenty two ninety ninety cents</small> <u>DOLLARS</u> | <u>\$+.2299</u> | <u>\$6,437.20</u> |

Instruction for Completing Bid Form

- 1) For each bid item, the Supplier shall place their bid **IN WORDS** in the Description, Quantity, and Unit@ column, after the text Markup per Gallon=@. This bid shall be reflective of the Supplier=s markup price only, measured from the Lake Charles Opus Rack Average (10:00 a.m.)
- 2) For each bid item, the Supplier shall place their bid **IN FIGURES** in the Unit Price@ column. This bid shall be reflective of the Supplier=s proposed markup price only, measured from the **Lake Charles Opus Rack Average (10:00 a.m.)**
- 3) For each bid item, the Supplier shall multiply their unit price bid by the total gallons, and place this result in the Extension@ column (in figures).

The above unit prices shall include all labor, materials, overhead, profit, insurance, fuel surcharge, etc., to cover the furnishing and delivery of the proposed fuel.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of at least 30 calendar days after the scheduled closing time for receiving bids.

LEGAL COMPANY NAME: Sun Coast Resources, LLC

DATE: 06/21/2023

PRINTED NAME: Steven Boyd

SIGNATURE: 

TITLE: Sr. Managing Director

MAILING ADDRESS: 6405 Cavalcade St., Bldg. 1

CITY/STATE/ZIP: Houston, TX 77026

PHONE: 713-429-6702

FAX: N/A

EMAIL: national@suncoastresources.com

CONFIDENTIAL



EXCEPTIONS

ACADIA PARISH POLICE JURY

RFB for 2023 Fuel

Sun Coast Resources, LLC's ("SCR"), bid and all signatures contained therein are subject to and conditioned upon the following exceptions.

GENERAL

1. **Subsequent Contract:** Notwithstanding anything to the contrary, SCR reserves the right to negotiate any additional or contrary terms or conditions that may be contained within a contract, purchase order, or any other governing document resulting from this bid. Furthermore, SCR shall not be obligated to comply with any terms or conditions not expressly included within the bid documents or not otherwise executed by SCR.
2. **Delivery/Performance Times:** Notwithstanding anything in the bid documents to the contrary, SCR shall only be required to use reasonable best efforts to meet any delivery or performance deadline, timeline, or schedule.

SPECIFIC

Invitation to Bid

3. Page 2, Section 6 – Time of Delivery: SCR has an extensive emergency response department within its company which has been recognized nationally for its work with first responders during all the major storms over the past 10 plus years. SCR also has a contract with the State of Texas to provide fuel to first responders during periods of peril. In the event there is a need for the Emergency Response Program, this would be subject to a separate contract. In the absence of such an agreement, any delivery would be made on a best-efforts basis, in as timely a fashion as reasonably possible. As such, please edit § 6 to read as follows:

"The successful bidder shall make available and shall use reasonable best efforts to deliver As-needed @ quantities of fuel within 24 hours (twenty-four) hours of the placement of an order. The Owner reserves the right to cancel contract if, in the opinion of the Owner, materials are not being made available within a reasonable time. Such cancellation shall be without liability to the successful bidder."

4. Page 3, Section 10(f) – Specifications: For the same reasons stated above, please edit § 10(f) to read as follows:

6405 Cavalcade Street • Building 1 • Houston, Texas 77026 • 800-677-FUEL (3835) • 713-844-9600
www.suncoastresources.com

~~“Delivery is to be made~~ Successful bidder shall use reasonable best efforts to make delivery within 24 (twenty-four) hours of placement of an order.”

5. Page 3, Proposed New Section 10(g) – Specifications: Please insert the following force majeure language as a new § 10(g):

“Notwithstanding anything to the contrary, except for payment obligations, neither party shall be liable for any delay or inability to carry out any of its obligations when such delay or inability is due to a Force Majeure event. Force Majeure includes, but is not limited to, any acts of God; fires; hurricanes; floods; wars; terrorism; epidemics; pandemics; strikes; labor disputes; civil unrest; product allocation issues; labor shortages; supply shortages; or any other causes not reasonably within the control of the party claiming such delay or inability.”