

Delgado Community College  
Purchasing Department  
501 City Park Avenue, Bldg. 37  
New Orleans, Louisiana 70119  
(504) 762-3030

Invitation to Bid

Bid Name:

Term Contract # 95 – Bulk Fuel

Due by & to be opened on:

**June 22, 2021 at 2:30 PM CST**

Contact Person:

Wendy Boesch  
Senior Buyer  
(504) 762-3031

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NAME OF COMPANY

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ADDRESS

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CITY, STATE, ZIP

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PHONE NUMBER

FAX NUMBER

EMAIL

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SIGNATURE OF COMPANY REPRESENTATIVE

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NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

*\*\* This form must be completed and submitted with your bid*

## I. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Wendy Boesch, Senior Buyer-Purchasing Department at the following address:

Delgado Community College  
O'Keefe Administration Building  
501 City Park Avenue, Building 37  
New Orleans, La 70119

\*\*Questions only may be emailed or faxed to: [wboesc@dcc.edu](mailto:wboesc@dcc.edu) or Fax: (504) 762-3089

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

2. Sealed bids must be submitted by mail or in person. Faxed or emailed Bids not accepted. Mailed bids and hand carried bids shall go to the address in item #1. The bid name and number must be on the outside of the packaging, including any express mail packaging. If hand carried, Bids are to be delivered to the attendant at the front desk. Do not leave on counter unattended. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov) .)

END OF SECTION I

## II. REQUIREMENTS & INSTRUCTIONS

### Term Contract # 95 – Bulk Fuel

#### QUALIFICATIONS OF BIDDER:

Bidder must be in business of selling, furnishing and delivering the requested and similar supplies for a period of no less than (5) five years. Delgado Community College reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data requested by the College for this purpose. Failure of any Bidder to promptly provide information with their bid or in connection with any inquiry may be grounds for rejection of their bid without further consideration.

#### REFERENCES:

Bidder must complete **Attachment B, References Form** and submit it with their bid. References should be from companies that the Bidder has provided a similar or larger scale operation based upon volume of products and type of service as required in the specifications.

#### QUESTIONS/ADDENDA:

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Tuesday, June 8, 2021 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda by signing and returning it with the bid or if the bid has already been submitted, per the instructions on the addenda. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39>

#### BID SUBMITTAL:

Bids must be sealed with the **Bidder's name, along with the name and number of the bid clearly written on the outside of the envelope/package** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. Bids received without this information or after the due date and time will be automatically disqualified.

*In accordance with R.S. 37:2163A, Contractors' License number in the appropriate classification(s) must appear on the bid envelope submitted on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved).*

Bids must be submitted on the forms furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the Bidder as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with this Bid Document.

**MODIFICATION OR WITHDRAWAL OF BID:**

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594.F.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to Delgado Community College Purchasing Office at the place and prior to the time designated for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

**BIDDER REPRESENTATION:**

By signing and submitting a bid, Bidder acknowledges that he/she has read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the materials, specifications and requirements described in the Bidding Documents as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.

**END OF SECTION II**

### **III. TERMS AND CONDITIONS**

#### **Term Contract # 95 – Bulk Fuel**

##### **PRICING:**

Pricing as quoted in this Bid will not be changed during the contract year. Bidder is to include all shipping, handling, materials, labor or any other charges necessary for the procurement of these materials in amount bid. Charges or items not listed but necessary for procurement of these items shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.

##### **ORDERS & SHIPPING:**

Quantities are estimated to be the amounts needed and are not guaranteed. In the event a greater or lesser quantity is needed, the right is reserved by the College to increase or decrease the amount at the unit price stated in the bid.

Bidder will receive orders for supplies via a faxed or emailed purchase order. All orders must be shipped per the terms and conditions stated on the Bid Form. All shipping/handling and any other charges necessary for the procurement of the listed items must be included in the line item pricing. While it is the intention that all orders will be placed via a College issued purchase order, the successful Bidder must be willing to accept the State's purchasing card if the College elects to order by that method.

Supplies are to be delivered to the location and person indicated on the Purchase Order. All orders shipped must list the name of the recipient and purchase order number on the shipping label.

If any supplies are received damaged, Bidder will issue a return merchandise authorization for the damaged items and replace it. The cost to send back any damaged merchandise is at the expense of the Bidder.

##### **PAYMENT TERMS:**

Vendor will be paid with Net 30 terms for any material purchased via a purchase order.

Payment for materials ordered via a purchase order shall be made to the Vendor once a month after receipt by the College of an invoice (or invoices) by which the Bidder certifies, and the College agrees, that all material was supplied as per the specifications. Invoices will not be paid prior to 30 days from receipt of invoice or completion of services/receipt of project. There will be no pre-payment of any merchandise.

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing office. All materials must be itemized on the invoice, lump sum invoices will not be processed.

Any material ordered using the College's Purchasing Card will be processed as any credit card transaction. A packing slip indicating the merchandise has been paid in full must accompany any credit card orders.

**GENERAL TERMS & CONDITIONS:**

- A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.
- Bid openings are subject to any in place Executive Order or revised statute as it pertains to the current pandemic.
- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.
- Failure to comply with all requirements stated in this Bid Document will disqualify the bid.
- Delgado Community College reserves the right to reject any and all bids and to waive any informality.
- It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.
- In case of default by the Bidder, the College reserves the right to purchase any or all items in default on the open market, charging Bidder with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Bidder will be considered until the assessed charge(s) have been satisfied.
- All shipping, handling, materials, labor or any other charges necessary for the procurement of these materials must be included in amount bid. Charges or items not listed but necessary for procurement of these items shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.
- All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.
- Delivery/completion is of the essence and the College reserves the right to award to that Bidder providing the earliest delivery/completion date.

- Orders/Services shall be delivered/completed within the allotted timeframe as specified on the Bid, *if applicable*.
- The College reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition. It is the intent of the College to award to a single Bidder.
- The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder as determined by the College.
- The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- List of distributors: The Bidder signing the bid shall be designated as the Prime Bidder on any contract/agreement resulting from this bid. If additional Bidders are authorized to receive orders for items covered under this proposal, the Bidder must submit, with bid, a list of those additional authorized distributors.
- The Bidder agrees that this agreement and any subsequent contract will be governed by all rules and regulations of the State of Louisiana and that those rules and regulations take precedence over any other terms and conditions.
- Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.
- Bidders are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.
- All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
- If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
- The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
- For any jobs or material orders in which the commencement date is five (5) days beyond the notice to proceed and/or issuance of a purchase order, The College reserves the right to request and review material orders to ensure compliance with the requested completion and/or due dates as stated in the bid.

- Bidders are to comply with the insurance requirements as stated in Section IV of the bid. Bidder must complete **Attachment A, Indemnification Form** and submit it with the bid. Failure to comply with these requirements will result in disqualification of your bid.
- The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

**SUBSTITUTIONS AND EQUIVALENTS:**

Any manufacturer’s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item.

It shall be the sole responsibility of the Bidder to prove equivalency. Bidder shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so will eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

Whenever any award is considered, Bidder agrees to furnish specific samples for equivalency examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College regarding equivalency shall be final.

If a Bidder wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet/addendums must be submitted with the alternate. \* Applicable if materials are being purchased in addition to the services requested in the bid.

**CONTRACT TERM & AGREEMENT:**

The term of the agreement will begin on July 1, 2021 and commence June 30, 2022.

The Bidder agrees that by submitting a bid and acceptance of an award, all terms and conditions as stated in the bid documents will become a contractual agreement between the College and the Bidder.



### **ADDITIONAL MATERIALS & LOCATIONS:**

The College reserves the right to add or subtract supplies and locations to this contract during the course of the agreement. The College will request the addition/subtraction from the Bidder, and a price will be negotiated and agreed upon at that time. Additions are subject to the same terms and conditions.

### **TERMINATION OF AGREEMENT:**

- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Bidder to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that DCC shall give the Bidder written notice specifying the Bidder's failure. If within thirty (30) days after receipt of such notice, the Bidder shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DCC may, at its option, place the Bidder in default and the Agreement shall terminate on the date specified in such notice.

The Bidder may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of DCC to comply with the terms and conditions of this agreement, provided that the Bidder shall give DCC written notice specifying the DCC's failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Bidder. The Bidder shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

If, for any reason, the Bidder desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Bidder shall perform all work satisfactorily as contracted until the determined termination date.

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:

The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Bidder to maintain a satisfactory performance bond or adequate insurance coverage; wherever the Bidder is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Bidder, the College reserves the right to purchase any or all items or services in default on open market, charging the Bidder with any excessive costs. Until these excessive costs are paid to the College, the Bidder shall not do business with the College again.

- **Implementation of Termination** - The Bidder shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work. In the event of termination or reduction in the scope of work by the College, the College shall pay the Bidder for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Bidder's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work. Upon termination as above, the Contract Administrator shall make final determination of the amount due the Bidder for work performed.

#### **INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING**

Any questions arising from either the specifications and/or jobsite visit must be addressed in writing and will be answered via an Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

#### **DISCRIMINATORY PRACTICES:**

Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, bidders, and suppliers to take affirmative action to effect this commitment in its operations.

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

**SUBCONTRACTORS:**

The Bidder servicing this contract shall be noted as the prime bidder of record with all transactions taking place between the College and the successful Bidder/Contractor. Any supply subcontracts in place between the Bidder and their suppliers are the sole responsibility of the Bidder and in no way will result in any type of contractual agreement between the subcontracted supplier and Delgado Community College.

**COMPLIANCE:**

The Bidder/Contractor agrees that he/she complies with all bid requirements as stated in the bid and has reviewed and received any and all addenda if applicable.

The bidder must warrant firm's compliance with all applicable federal, state, and local laws, rules, regulations and any and all other requirements as it pertains to state agencies of the State of Louisiana.

**END OF SECTION III**

#### **IV. INSURANCE REQUIREMENTS FOR VENDORS**

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Vendor, its agents, representatives, employees or subcontractors.

##### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

###### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability increased to a minimum of \$1,000,000.

###### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

###### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

##### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor/Vendor shall be responsible for all deductibles and self-insured retentions.

##### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the contractor/vendor. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
- b. The Contractor's/Vendor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's/Vendor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. Coverage/Vendor shall not be cancelled, suspended, or violated by either party (the Contractor/Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's/Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations of the insurance requirements or the indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor/Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensations only. If at any time an insurer

issuing any such policy does not meet the minimum A.M Best rating, the Contractor/Vendor shall obtain a policy with an insurer that meets the A.M Best rating and shall submit another Certificate of Insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor/Vendor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor/Vendor shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor/Vendor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor/Vendor to purchase and/or maintain any required insurance shall not relieve the Contractor/Vendor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor/Vendor shall include all subcontractors and as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and employer, whether pursuant to the Louisiana Workers Compensation Act, or otherwise under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor/Vendor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants, employees and volunteers, from and against any and all claims, damages, 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 act or omission of the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor/Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**END OF SECTION IV**

## V. SPECIFICATIONS AND BID FORM

### Term Contract # 95 – Bulk Fuel

- **SCOPE:** Delgado Community College is seeking bids to furnish and deliver bulk fuel to Delgado Community College, Maritime, Fire and Industrial Training Center, 13200 Old Gentilly Road, New Orleans, LA 70129. Additional locations may be added to the contract.
- **TERM OF CONTRACT:** The following specifications is for the purchase of fuel in bulk quantities for a twelve (12) month period beginning July 1, 2021 and commencing on June 30, 2022. Bidders submitting bids must meet or exceed the listed requirements. All orders will be placed on an “as needed” basis any time during the course of the contract in varying quantities. This contract does not contain a minimum purchase guarantee. The approximate average usage for a three (3) year period is: 3,500 gallons of gasoline & 11,300 gallons of diesel but not guaranteed.
- **DELIVERABLES:** Bidder shall be responsible for providing & delivering the requested materials within forty-eight (48) hours of order placement. Shipping, handling, setup, or any other charges necessary for the provision and delivery of these goods and/or services must be included in the line item price. Additional costs disclosed later will be at the expense of the vendor. The College will not pay for any charges invoiced other than the unit price as stated on the bid.

All deliveries must include inside delivery if required, and not left curbside. Any additional cost associated with inside delivery must be included in the unit price bid. All areas must be kept free of hazards during delivery. Note that Charity School of Nursing will always require inside delivery. Only narrow box trucks are able to access certain delivery locations. All cost associated with delivery are to be included in the unit price bid.
- **AWARD:** The Bid will be awarded on an all-or-none basis, responsive, lowest total cost (may be calculated out at least 6 decimal points), delivery charges, *f applicable*, and qualified bidder as determined by the College.
- **SUBMISSIONS:** Bids must be in accordance with the Specifications listed, comply with the requirements stated, and must be submitted on this form, submissions in any other manner will not be accepted. Quotes prepared on the vendors own form are not an allowable substitute for completing the Bid on this required form.



- **SPECIFICATIONS:**

1. The field has four (4) above ground tanks designated as Tank A, Tank B, Tank C, and Tank D.
2. Tank A and Tank B require a blend of 70% RED diesel and 30% unleaded (E-10).
  - a. Tank A dimensions 64" x 18' and
  - b. Tank B dimensions 72" x 14',
  - c. both have the capacity to hold 3,000 gallons of blended fuel.
3. Tank C and Tank D are used for the Marine Firefighting Training. These tanks require pure fuel one (1) for E-10 Unleaded fuel and one (1) for Diesel Fuel – Off Road.
  - a. Both dimensions are 64" x 12'
  - b. with the capacity to hold 2,000 gallons each.

- **BID FORM/PRICING:** Bidder is to provide pricing per this bid schedule.

- Should be listed "Per Gallon" and include all charges including delivery, etc. per line item.
- All spaces below must be filled in {insert zero (0) if included or no cost}
- New Orleans OPIS Pricing

Type of Fuel	Markup Per Gallon	State Excise Tax	State Inspection Fee	Federal Oil Spill Liability Fund Fee	Federal LUST & LA UST Fee	<b>TOTAL COST of Markup, Taxes, and Fees Per Gallon</b>
<b>E-10 Unleaded</b>						
<b>Diesel – Off Road</b>						
<b>Blend – 70% Red Diesel 30% (E-10) Unleaded</b>						

- In addition to above also state your:
  - ETA after Order Placement: \_\_\_\_\_ hrs.
  - Delivery Charge for orders that are less than a load size: \$ \_\_\_\_\_
  - Delivery Charge for orders that are deemed Rush Orders: \$ \_\_\_\_\_

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

Bidder declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the College Purchasing Office and Facility Services.

**By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the bid.**

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

***\*Bid must be submitted on this form\****

**END OF SECTION V**

**ATTACHMENT (A): INDEMNIFICATION AGREEMENT**  
**Term Contract # 95 – Bulk Fuel**

\_\_\_\_\_ **{Contractor/Vendor/Lessee}** agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, demands, expense 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 act or omission of \_\_\_\_\_ **{Contractor/Vendor/Lessee}** its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by \_\_\_\_\_ **{Contractor/Vendor/Lessee}** as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ **{Contractors/Vendor/Lessee}** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suites, or causes of action are groundless, false or fraudulent.

Accepted by:

\_\_\_\_\_ *Company Name*

\_\_\_\_\_ *Signature*

\_\_\_\_\_ *Title*

\_\_\_\_\_ *Date Accepted*

Is certificate of insurance attached? \_\_\_\_\_ YES \_\_\_\_\_ NO

**\*\* This form must be completed and submitted with your bid**

**ATTACHMENT (B) – REFERENCES**  
**Term Contract # 95 – Bulk Fuel**

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

***\*\* This Form must be completed and submitted with your bid***

**END OF BID DOCUMENTS**