



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Thursday, December 19, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 24-75-2 - Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination)

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

This bid package is available online at www.bidexpress.com or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at www.bidexpress.com.

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT



BID PACKAGE FOR

Sodium Bisfulite NaHSO_3 (Liquid 40% Solution-Dechlorination)

BID NO.: 24-75-2

December 2, 2024

Section 01

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Section 02

Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is not required for this bid. Be sure that your bid is properly signed. The bid must be fully completed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The term of the contract will be from the date the Notice to Proceed is issued by the Department of Utilities through December 31, 2025.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. **The Bidder's signature on the "Material Bid Price Form" will serve as acknowledgment of the Bidder's receipt and understanding of any Supplementary Conditions.**
7. Only the Material Bid Price Form and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Material Bid Price Form will be furnished for Bidding.
8. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
9. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, and the Project name and the Bid number. In the case of an electronic bid proposal, a vendor may submit an authentic digital signature on the electronic bid proposal and the Bid number.
10. The price quoted for Materials shall be stated in figures on the Material Bid Price Form. The price in the Bid shall include all costs including freight necessary for the complete delivery of the Materials in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes.
11. The Bid shall be signed by the Bidder. The information required on the Material Price Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
12. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
13. A Bid may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Bid will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.

14. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
15. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
16. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Vendor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Bidder shall thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
20. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Vendor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Vendor shall be presumed to have consulted with its own independent legal counsel.
21. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
22. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471**

23. Complete sets of Drawings, Specifications and Contract Documents may be secured on Bid Express at www.bidexpress.com or the LaPAC website: [https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=18](https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185)

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(as applicable)

See Notice to Bidders for availability via electronic methods.

24. The Parish reserves the right to award items separately, Grouped or on an All-or-None basis and to reject any or all bids and waive any informality. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
25. Failure of the successful Bidder to execute the Contract within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
26. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
27. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
28. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE two (2) working days of the bid opening. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
29. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number.

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester.

Copies of relevant documents.

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

30. The last day to submit questions and/or verification will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
Bid Due Date	December 19, 2024	2:00 PM
Inquiry Deadline	December 10, 2024	2:00 PM
Addendum Deadline	December 16, 2024	2:00 PM

31. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
32. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
33. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the vendor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting vendor will be considered.
34. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
35. If any part of the provisions contained herein and/or in the Specifications and Contract for the materials delivered shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.
36. Notwithstanding any other provision of La. R.S. 38:2251 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

1) Do you have a Louisiana Business workforce? _____ yes _____ no

2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? _____ yes _____ no

A. In accordance with the provisions of La. R.S. 38:2251, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Title 38 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than ten percent (10%).
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one (1) bidder offers Louisiana items which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? _____ yes _____ no

Specify line number(s) _____

Specify location within Louisiana where product is produced, manufactured, or assembled:

(NOTE: if more space is required, include on a separate sheet.)

Failure to specify above information may cause elimination from preferences.

Section 03

Specifications

I. Specifications

St. Tammany Parish Government (STPG) Department of Utilities (DU) is seeking a Provider for the supply and delivery of Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination) for multiple Wastewater Treatment Facilities located throughout St. Tammany Parish.

The awarded contract is on a unit price “as needed” basis according to the specifications provided. DU reserves the right to order Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination) at any time during the year and in any quantity, with no minimum order.

Each facility has been issued a Louisiana Pollutant Discharge Elimination System (LPDES) permit by the Louisiana Department of Environmental Quality (LDEQ). DU is required to monitor and comply in accordance with these permits.

Chemical Requirements:

Sodium Bisulfite 40% tech grade is an industrial grade solution containing 40% sodium bisulfite by weight. Industrial-grade sodium bisulfite is often used as a dechlorination agent. The sole purpose of dechlorination is to remove Sodium Hypochlorite from the bio-solid / cake.

DU requires the Provider to provide Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination) with a PH range of 3.5-5.0.

Delivery Requirements:

A list of the Wastewater Treatment Facilities for each location is provided below. Bidders are responsible for reviewing and ensuring that their product can be delivered to each location. Product delivery must be done with a Fiber Reinforced Plastic (FRP) tank truck with an onboard compressor that will deliver liquid Sodium Bisulfite to the storage tanks. The provider shall not use gravity-fed method to disperse product.

The Provider shall be responsible for the immediate clean-up of any spills or overflows and must notify the appropriate DU staff member if an event occurs.

The requested estimated pounds will be sent to the provider via e-mail on a weekly basis. DU staff member will provide a request each Tuesday before 10:00 AM CST. Not all sites will require weekly supply, the average weekly deliveries will range from 1 to 10 sites.

DU annual estimated deliveries are: 28,000 (twenty – eight thousand) pounds.

The frequency of deliveries and estimated delivery side will vary. All deliveries shall be delivered within 48 hours forty-eight (48) hours.

Emergency deliveries must be delivered within twenty (24) hours of receipt of the order. An emergency delivery shall be defined as a delivery needed to prevent the Parish from running out of Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination). The Parish will endeavor to minimize “emergency” deliveries. The Parish reserves the right to change delivery dates if needed with a 48-hour notice.

II. Delivery Addresses:

A list of delivery sites is included in Section 03 of this bid packet.

III. Documents: Bid Documents dated December 2, 2024, and entitled:

Sodium Bisfulite NaHSO₃ (Liquid 40% Solution-Dechlorination)

Bid No.: 24-75-2

IV. OTHER REQUIREMENTS (as applicable)

All products shall be new and of current manufacture. Where specified on the bid sheets, prices shall be for the approved Make/Brand or a Prior Approved Equal by the Parish. Where the specifications do not indicate an Approved Make/Brand for an item, the Parish has no preference. The name of any manufacturer mentioned in the specifications is for the purpose of establishing a minimum acceptable standard of quality desired by the Parish. All product bids must have prior approval as "Prior Approved Equivalents".

Should the Bidder desire to submit inquiries and/or request approval of an alternative product, the Bidder is to submit: the make, model, supply catalog cut sheets and descriptive literature for the alternative product, and a copy of the bid which clearly identifies the item(s) for which the equivalent item is being requested to the Procurement Department, procurement@stpgov.org, by 2:00 PM within seven (7) business days prior to the bid opening.

Section 03

Locations and Tank Sizes

Location	Address	Tank Size/Gallon
Diversified WWTP	109 HWY 1085, Madisonville 70447	250
Highway 22 WWTP	265 HWY 22, Madisonville 70447	250
Tallow Creek WWTP	233 Tallow Creek BLVD., Mandeville 70448	250
Goodbee WWTP	74414 HWY 1077, Covington 70435	250
Castine WWTP	2255 Toulandar St., Mandeville 70438	250
West St. Tammany (WST) WWTP	127 HWY 1088 Covington 70433	250
Timberbranch II WWTP	1863 Ochsner BLVD., Covington 70433	250
Westwood WWTP	330 Westwood Dr., Mandeville 70448	250
Preferred Equities WWTP	22208 E. Koop Dr., Mandeville 70448	250
Autumn Wind WWTP	22155 Hoffman Rd., Mandeville 70448	250
Meadow Lakes WWTP	3157 Meadow Lake Dr., Slidell 70461	250
Cross Gates #1 WWTP	350 N. Military Rd., Slidell 70461	250
Cross Gates #2 WWTP	350 N. Military Rd., Slidell 70461	250
Cross Gates #3 WWTP	350 N. Military Rd., Slidell 70461	250

Section 04
Pricing Sheet

Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination)
Bid No.: 24-75-2

Prices to remain firm through **December 31, 2025**. Any delivery or service charges must be included in the bid price. Quantities may vary; minimum orders shall not be required. St. Tammany Parish Government (Parish) reserves the right to award materials in whole, in part and/or to multiple vendors. Bids must be submitted on the Pricing Sheet provided.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, all in strict accordance with the Bidding documents.

Bidder **must** acknowledge all addenda by entering the number the Parish assigned to **EACH** of the addenda that the Bidder is acknowledging.

The Bidder acknowledges receipt of the following: **ADDENDA:** _____.

- All fields must be filled in. **No blanks will be permitted.**
- “Cost Per Pound” shall represent the cost for the specified item as well as any delivery charges (if applicable) to the location(s) indicated in this bid.
- The Bid shall include all applicable Federal, State, Parish, Municipal, or other taxes.

VENDOR’S NAME: _____

VENDOR’S ADDRESS: _____

VENDOR’S EMAIL ADDRESS: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

Section 04
Unit Price Sheet

Sodium Bisulfite NaHSO₃ (Liquid 40% Solution-Dechlorination)
Bid No.: 24-75-2

Line #	Location	Cost Per Pound
1	Diversified WWTP - 109 HWY 1085, Madisonville 70447	
2	Highway 22 WWTP - 265 HWY 22, Madisonville 70447	
3	Tallow Creek WWTP - 233 Tallow Creek BLVD., Mandeville 70448	
4	Goodbee WWTP - 74414 HWY 1077, Covington 70435	
5	Castine WWTP - 2255 Toulandar St., Mandeville 70438	
6	West St. Tammany (WST) WWTP - 127 HWY 1088 Covington 70433	
7	Timberbranch II WWTP - 1863 Ochsner BLVD., Covington 70433	
8	Westwood WWTP - 330 Westwood Dr., Mandeville 70448	
9	Preferred Equities WWTP - 22208 E. Koop Dr., Mandeville 70448	
10	Autumn Wind WWTP - 22155 Hoffman Rd., Mandeville 70448	
11	Meadow Lakes WWTP - 3157 Meadow Lake Dr., Slidell 70461	
12	Cross Gates #1 WWTP - 350 N. Military Rd., Slidell 70461	
13	Cross Gates #2 WWTP - 350 N. Military Rd., Slidell 70461	
14	Cross Gates #3 WWTP - 350 N. Military Rd., Slidell 70461	
15	Emergency Deliveries	

***Bid prices shall include delivery of all items F.O.B. Destination or as otherwise provided in the bid.**

***A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B) (5).

CONTRACT FOR MATERIALS OR SUPPLIES

Contract No.: <txtMunisContractNum>

THIS CONTRACT, made and entered into this _____ day of _____, 201__, by the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and Crawler Supply, Co., an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Vendor") do hereby enter into contract under the following terms and conditions.

The Parish has caused Contract Documents to be prepared for purchasing certain supplies as specified in the accompanying documents, and

The Parish has solicited/advertised to/for Vendors, has received, analyzed same and duly awards a contract to the "Vendor" for Materials or Supplies as stated more in detail in the documents hereto attached:

This contract is awarded on a unit price, "As Needed" basis according to the specifications provided. St. Tammany Parish Government takes no responsibility for payment of orders not following proper procedure.

1. SCOPE OF SERVICES AND PAYMENT

1.1 The Parish requires the Vendor to:

<txtScopeSummary>

1.2 Further details of the work and the responsibilities of the Vendor will be provided in the documents, a copy of which will be maintained by the supervising Department and the Procurement Department. The Parties are bound to these details and responsibilities as if copied herein in extenso. Vendor will invoice Parish as deliveries are made, and verified by the supervising Department. Vendor agrees to update, provide and/or

substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

2. JURISDICTION

This Contract shall be deemed to be a Contract made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Vendor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany Parish shall apply.

3. SEVERABILITY

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

4. LIABILITY AND INDEMINIFICATION

A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Vendor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Vendor, but this assistance shall not affect the Vendor's obligations, duties, and responsibilities under this section. Vendor shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Vendor Liability

Vendor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Vendor, its owners, agents, employees, partners or subVendors.

C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

D. Indemnification

Vendor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Vendor, its owners, agents, employees, partners or subVendors. The Vendor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Vendor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Vendor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Vendor believes that it may be enjoined, Vendor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Vendor remains in default.

The Vendor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Vendor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

5. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Vendor and accepted by the Parish, and all payments required to be made to the Vendor have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Vendor to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Vendor;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Vendor shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Vendor shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Vendor's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill

the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Vendor with thirty (30) days' notice. The Parish will also supply Vendor thirty (30) days' notice that the work is to be reinstated and resumed in full force. Vendor shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. Default of Vendor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the Vendor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Vendor will be considered.

E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney

fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Vendor, Vendor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Vendor is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Vendor as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

6. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Vendor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Vendor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Vendor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

Contract No.: <txtContractNum>

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

VENDOR:

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

Date

Sample

WITNESSES:

Signature

Print Name

Signature

Print Name

ST. TAMMANY PARISH GOVERNMENT:

Michael B. Cooper
Parish President

Date

APPROVED BY:

Assistant District Attorney
Civil Division

Date