



**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, January 30, 2025** and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 24-76-2 – Fuel & Oil and Delivery Service**

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.

**The project classification is:**

**Materials**

This bid package is available online at [www.bidexpress.com](http://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](http://www.bidexpress.com).

Procurement Department

**BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR

**Fuel & Oil Supply and Delivery Service**

BID NO.: 24-76-2

December 9, 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 successful Bidder understands the limited contract time in the contract is 365 days, and shall submit any request for an extension of time in accordance with the General and any Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
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](http://www.bidexpress.com) or the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>  
(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](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
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**

The St. Tammany Parish Government requires fuel and oil purchase and delivery to various locations throughout the Parish.

No specific quantities are guaranteed, we have provided product usage based on 2024 approximate consumption. (see attached)

The price per gallon for fuel shall equal the current price list on the oil price Information service (OPIS) based on the five (5) day average for fuel plus the bid amount. The price per gallon shall be adjusted each week in accordance with the OPIS Report. The bidder's total markup over the Index Price shall include the seller's administrative, overhead, transportation/delivery costs, insurance, environmental fees, seller's profit, and all other costs. No additional costs shall be paid by the Parish.

**II. Delivery Address:**

Delivery locations are provided in this section.

The following will be delivered in bulk lots to the Parish fuel sites based on actual need:

- Regular Unleaded Gas
- Diesel No. 2
- Ethanol-Free Fuel

**Sites for delivery (Regular Unleaded & Diesel No.2)**

<b>Area I</b>	<b>Covington, Brewster, Hwy 59, Folsom</b>
<b>Area II</b>	<b>Bush, Hickory &amp; Fritchie</b>
<b>Area III</b>	<b>Airport &amp; Keller</b>

Tank capacity at each area site:

- Gasoline Unleaded E10- 500-gallon tank
- Diesel No. 2 low sulfur - 1000-gallon tanks
- 15w40, ATF and Hydraulic Oil - 275-gallon tank

**Sites for Delivery (Ethanol-Free Fuel)**

<b>Covington Fairgrounds</b>	<b>Covington</b>
<b>Safe Haven</b>	<b>Mandeville</b>

Tank capacity at each site:

- 100-200 gallons

Tank connections are locked flange.

**III. Documents: Bid Documents dated December 09, 2024, and entitled:**

Fuel and Oil Supply and Delivery Service

**BID No. 24-76-2**

**IV. OTHER REQUIREMENTS (as applicable)**

## DELIVERY LOCATIONS

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1. Covington Maintenance Barn; 1305 N Florida Street Covington, Louisiana 70433
2. Folsom Maintenance Barn; 84307 Highway 437 Covington, Louisiana 70435
3. Hickory Maintenance Barn; 67835 Highway 41 Pearl River, Louisiana 70452
4. Bush Maintenance Barn; 81408 Highway 41 Bush, Louisiana 70431
5. Brewster Maintenance Barn; 644 Brewster Rd. Madisonville, Louisiana 70447
6. Fritchie Maintenance Barn-North and South; 63119 Highway 1090 Pearl River, Louisiana 70452
7. Airport Road Maintenance Barn; 34783 Grantham Road Slidell, Louisiana 70460
8. Keller Maintenance Barn; 63131 Fish Hatchery Road Lacombe, Louisiana 70445
9. Highway 59 Maintenance Barn; 1699 North Ln Mandeville, LA 70471
10. Covington Fairgrounds; 1515 N Florida Street Covington, LA 70433
11. Safe Haven; 23515 Hwy 190 Mandeville, LA 70448
12. Tyler Street Complex; 620 N Tyler Street Covington, LA 70433
13. Emergency Operations Center (EOC); 510 E Boston Street Covington, LA 70433
14. Justice Center Complex; 701 N Columbia Street Covington, LA 70433
15. Koop Campus Building A; 21490 Koop Drive Mandeville, LA 70471
16. Koop Campus Building B; 21454 Koop Drive Mandeville, LA 70471
17. Koop Campus Building C; 21411 Koop Drive Mandeville, LA 70471

**Est. Product  
Usage (2024)**

<b>GROUP I</b>	Quantity	Measurement
Diesel for Fritchie South & North Barn	16200	Gallons
Diesel for Hickory Barn	16500	Gallons
Non Tax Off Road Diesel (For Ponds)	4000	Gallons
Diesel for Airport Barn	17400	Gallons
Diesel for Brewster Barn	15500	Gallons
Diesel for Bush Barn	19500	Gallons
Diesel for Covington Barn	26000	Gallons
Diesel for Folsom Barn	20600	Gallons
Diesel for Hwy 59 Barn	26400	Gallons
Diesel for Keller Barn	14100	Gallons
Automotive Gasoline for Airport Barn	6700	Gallons
Automotive Gasoline for Brewster Barn	5400	Gallons
Automotive Gasoline for Bush Barn	4800	Gallons
Automotive Gasoline for Covington Barn	9000	Gallons
Automotive Gasoline for Folsom Barn	5200	Gallons
Automotive Gasoline for Fritchie South & North Barn	6300	Gallons
Automotive Gasoline for Hickory Barn	7700	Gallons
Automotive Gasoline for Hwy 59 Barn	6900	Gallons
Automotive Gasoline for Keller Barn	4050	Gallons
Diesel – Koop Campus Generators	482	Gallons
Automotive Gasoline – Safe Haven	1200	Gallons
Automotive Gasoline – Facilities Management (Koop C Tank)	900	Gallons
Diesel – EOC Generators	667	Gallons
Diesel – Justice Center & Parking Garage Generators	1200	Gallons
Diesel – Tyler Street Complex Generators	70	Gallons
Diesel – Airport Generator	51	Gallons
<b>GROUP II</b>		
Hydraulic Oil (For Barns)	2425	Gallons
15W40 Motor Oil	2200	Gallons

## SECTION 04

### Fuel & Oil Supply and Delivery Service

**Bid No. 24-76-2**

#### Pricing Sheet

The price per gallon for fuel shall equal the current price list on the oil price information service (OPIS) based on the five (5) day average for fuel plus the bid amount. The price per gallon shall be adjusted each week in accordance with the OPIS Report.

The Bidder shall obtain all licenses and permits and promptly pay all taxes required by the Parish and by the city, before award.

**All Price blank spaces must be filled in, NO blanks will be permitted. If the item is unavailable, or you are not bidding on the item, please enter N/A or No Bid.**

<b>GROUP I</b>		
<b>Item</b>	<b>Unit</b>	<b>Price</b>
Unleaded Reg 87 Octane Fuel	Per Gallon	\$
Diesel No.2 Low Sulfer	Per Gallon	\$
Ethanol-Free Fuel	Per Gallon	\$
<b>GROUP II</b>		
15w40 Motor Oil equal to CAM2 SYNTHETIC BLEND Super HD CK-4 Product# 320 Specifications/Characteristics	55 Gallon Drum	\$
	Bulk	\$
5w20 Motor Oil equal to CAM2 SuperPro Max SYNTHETIC BLEND ILSAC GF-5 / API SN PLUS, SN-RC Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$
5w30 Motor Oil equal to CAM2 SuperPro Max SYNTHETIC BLEND ILSAC GF-5 / API SN PLUS, SN-RC Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$
5w30 Motor Oil equal to CAM2 Blue Blood Elite LSPI FULL SYNTHETIC API-SN Plus, SN- RC/GF-5 Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$

**SECTION 04**

**Fuel & Oil Supply and Delivery Service**

**Bid No. 24-76-2**

**Pricing Sheet**

Hydraulic Oil equal to CAM2 PROMAX Premium Universal Tractor Hydraulic Fluid Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$
Transmission Fluid equal to Valvoline Max-Life DEX/ MERC ATF Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$
80w90 Gear Oil equal to CAM2 GL-5 High Performance Gear Lubricant Specifications/ Characteristics	55 Gallon Drum	\$
	Bulk	\$

The Bidder **must** acknowledge all addenda. **Enter the number the Parish has assigned to EACH of the addenda that the Bidder is acknowledging.**

The Bidder acknowledges receipt of the following:

**ADDENDA:** \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

PrintedName: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

SECTION 05

**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 <<VENDOR>>, 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, Contractor 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 Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

## **B. Contractor Liability**

Contractor 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 Contractor, its owners, agents, employees, partners or subcontractors.

## **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**

Contractor 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 Contractor, its owners, agents, employees, partners or subcontractors. The Contractor 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

Contractor 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 Contractor, 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 Contractor believes that it may be enjoined, Contractor, 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 Contractor remains in default.

The Contractor 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 Contractor; 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 Provider and accepted by the Parish, and all payments required to be made to the Provider 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 Provider 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 Provider;
- 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 Provider 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 Provider 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 Provider'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 Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider 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 Contractor**

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 contractor 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 contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor 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 Provider, Provider 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 Provider 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 Provider 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.

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**

**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**