



**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., Tuesday, March 17, 2026**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 26-15-2– Emergency Fuel Services**

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>. 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.

**The project classification is:**

**MATERIALS**

Paper Bids must be sealed. In addition, the outside of the envelope, box, or package containing the Bid shall be marked with the following information. Name and Address of the Bidder, Bid Number, and the Bid Name. Bids submitted without this information may be deemed non-responsive.

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).

The Procurement Department can be contacted by telephone at (985) 898-2520 or via e-mail at [Procurement@stpgov.org](mailto:Procurement@stpgov.org). St. Tammany Parish Government reserves the right to reject any or all quotes and to waive informalities.

**BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR  
**EMERGENCY FUEL SERVICES**

**BID NO.: 26-15-2**

February 1, 2026

## 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. Prices shall remain in effect from the date the Notice to Proceed (NTP) is issued by the St. Tammany Parish Government (Parish) through December 31, 2026, with the option of four (4) additional one (1) year periods with the same terms and conditions of the initial term if the Parish and Provider agree. The Parish shall notify Provider in writing of its exercise of its option for an additional term no less than thirty (30) days prior to the end of the current term.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. **The Bidder's signature on the "Pricing Sheet" 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. The Parish reserves the right to refuse to answer any questions received after the inquiry deadline. 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. 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. Procurement 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>  
5 (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 inquiries must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). The Parish reserves the right to refuse to answer any questions received after the inquiry deadline.

**Schedule of Events**

	<u>Date</u>	<u>Time (CT)</u>
Bid Due Date	March 17, 2026	2:00 PM
Inquiry Deadline	March 6, 2026	2:00 PM
Addendum Deadline	March 12, 2026	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) should 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

### Summary of Work

#### I. Scope of Work

The St. Tammany Parish Government (Parish) is seeking a qualified vendor to establish a standby contract for emergency fuel supply and distribution services to be utilized during declared emergency events.

During declared emergencies, the Parish will receive priority allocation and delivery of fuel. The Provider shall maintain sufficient fuel inventory and transportation capabilities to ensure availability throughout the Parish upon activation of the contract. Services shall include the ability to:

- Deliver fuel to designated locations within the Parish;
- Dispense fuel directly into Parish vehicles and equipment; and
- Dispense fuel into portable tanks, when required.

Fuel pricing at the time of purchase shall be based on the current OPIS (Oil Price Information Service) index, plus a fixed delivery fee. All additional service charges, fees, mobilization costs, and associated expenses must be included in the bid price submitted by the Provider.

The number and type of fuel storage and dispensing equipment, including tanks, portable tanks, trailers, and pumps, shall be determined by the Parish based on the size and scope of the emergency event. All tanks and equipment provided under this contract shall comply with all applicable EPA guidelines and regulations.

In the event of an emergency activation, the Parish will provide personnel to operate fuel stations and will establish operating hours at the time of the event.

This shall be a standby contract, with services provided on an as-needed basis. The Parish does not guarantee any minimum quantity of fuel purchases under this agreement. Services under this contract shall only be initiated upon written notice from the Parish.

#### II. Delivery Address:

The Provider will be notified by the Parish ahead of a declared emergency to deliver fuel on an as-needed basis to the identified locations below. The Parish reserves the right, at its sole discretion, to add or delete facilities during the term of the Contract.

Mobile or temporary fueling sites may be established throughout the Parish as determined necessary by the Parish during an emergency event. Specific mobile site locations shall be identified at the time of activation.

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; 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. Abita Springs Airport; 25048 Highway 36 Abita Springs, LA. 70420
11. Safe Haven; 23515 Hwy 190, Mandeville, LA 70470
12. Animal Services; 31078 Highway 36, Lacombe, Louisiana 70445

**Other possible destination locations:**

- Abita Springs Park and Ride: 22516 Highway 36, Abita Springs
- Lacombe Park and Ride (John Davis Park): 61096 St. Mary Street, Lacombe
- Centerpoint Park and Ride: Highway 434, Lacombe
- Koop Drive Park and Ride: 21490 Koop Drive, Mandeville
- Mandeville Park and Ride: 675 Lafitte Street, Mandeville
- Carollo Trailhead Park and Ride: 2289 Gause Blvd. West, Slidell
- North Boulevard Park and Ride: 393 North Blvd., Slidell
- Oak Harbor Park and Ride: 100 Harbor Center Blvd., Slidell
- Highway 41 Park and Ride: Poitevent Park, Pearl River

**III. Documents:** Bid Documents dated February 1, 2026, and entitled:

**Emergency Fuel Services**

**Bid No. 26-15-2**

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

- 1. Before the contract is awarded, Contractor shall obtain all required local, state, and federal licenses and permits.**
- 2. In the event of federal funding, including funding through FEMA Public Assistance, the Provider agrees to comply with all applicable federal requirements.**
- 3. This project is federally funded and therefore requires the Provider to have a Unique Entity Identification number (UEI). The Provider should submit their UEI number with their response. If the Provider does not have a UEI already, then they must register at the link below before an award can be made.**

**<https://sam.gov/content/entity-registration>**

**Emergency Fuel Services  
Bid # 26-15-2**

**Specifications and Pricing Sheet**

The price for all fuel at the time of usage will be paid at a cost of OPIS, plus a fee for delivery, and service charges/fees must be included in the bid price. Quantities may vary; minimum orders shall not be required.

Prices shall remain in effect from the date the Notice to Proceed (NTP) is issued by the St. Tammany Parish Government (Parish) through December 31, 2026, with the option of four (4) additional one (1) year periods with the same terms and conditions of the initial term if the Parish and Provider agree. The Parish shall notify Provider in writing of its exercise of its option for an additional term no less than thirty (30) days prior to the end of the current term.

General Requirements:

- Provide and sustain fuel deliveries prior to, during and after any natural or man-made disaster (emergency event). Fuel type shall be both gasoline and diesel.
- Distribute fuel from refineries/terminals to locations throughout the Parish.
- Dispense fuel into Parish-owned bulk storage tanks and tanks for/on generators supporting critical infrastructure.
- Furnish, deliver, set-up, and pick-up portable fuel storage tanks throughout the Parish.
- Provide services in a safe manner and in compliance with local, state, and federal laws and regulations.
- Warrant that portable fuel storage tanks delivered throughout the Parish are in good working order and free from defects. Parish agrees to inspect the portable fuel storage tanks immediately upon delivery to verify that the same is in good working order and suitable for the Parish's intended use of the same and to report, in writing to the Contractor immediately, any defect discovered in said portable fuel storage tanks.
- Deliver an order within two (2) hours during an emergency event.

Award shall be based on the fuel cost (Reference No. Fuel-1, Fuel-2, & Fuel 3). The price per gallon for fuel shall equal the current price listed on the Oil Price Information Service (OPIS) based on the five (5) day average for the fuel plus the bid amount. Price per gallon shall be adjusted each week in accordance with the OPIS Report.

**Emergency Fuel Services  
Bid # 26-15-2**

Provider must acknowledge all addenda. Enter the number the Parish assigned to each of the addenda that the Provider is acknowledging.

The Provider acknowledges receipt of the following:

**Addenda:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Emergency Fuel Services  
Bid # 26-15-2**

**ITEMS: All fields are to be filled in, no blanks will be permitted. If the item is unavailable please enter N/A.**

Reference No.	Item/Equipment	Description	Provide Yes or No	Purchase/Price
FUEL-1	FUEL (E-10), GASOLINE	OPIS Cost per Gallon for Unleaded Gasoline + Bid Amount		Cost + \$ _____ /Gal
FUEL-2	FUEL, ROAD DIESEL	OPIS Cost per Gallon Road Diesel + Bid Amount		Cost + \$ _____ /Gal
FUEL-3	FUEL, DYED DIESEL	OPIS Cost per Gallon Dyed Diesel + Bid Amount		Cost + \$ _____ /Gal
Reference No.	Item/Equipment	Description	Provide Yes or No	Rental/Labor Rates
FUEL-4	FUEL STORAGE TANK, PORTABLE 500 GALLONS	500-gallon portable fuel storage tank		\$ _____ /Per Day
FUEL-5	FUEL STORAGE TANK, PORTABLE 1,000 GALLONS	1,000-gallon portable fuel storage tank		\$ _____ /Per Day
FUEL-6	FUEL PUMP, 12V/ 110V	Fuel Pump w/ hose & nozzle for portable fuel tank.		\$ _____ /Per Day
FUEL-7	FUEL TANK, PORTABLE DELIVERY/PICK-UP	Delivery/Pick-up Fee for portable tank, mini-mobile fueling station, or portable housing.		\$ _____ /Per Hour
FUEL-8	FUEL TANK, PORTABLE, CLEAN-OUT FEE	Clean-out of portable tank		\$ _____ /Each
FUEL-9	BERM, PORTABLE	Spill containment berm		\$ _____ /Per Day
FUEL-10	BOBTAIL TRUCK WITH DRIVER	Bobtail Truck with Driver, approx. capacity of 3,500 gallons.		\$ _____ /Per Hour

**Emergency Fuel Services**  
**Bid # 26-15-2**

FUEL-11	<b>TRANSPORT TRUCK WITH DRIVER</b>	Transport Truck with Driver, approx. capacity of 8,500 gallons.		\$ _____/Per Hour
FUEL-12	<b>SUB-CONTRACTOR TRUCK WITH DRIVER</b>	Sub-Contractor Transport Truck (Trailer or Bobtail Truck ) with Driver		\$ _____/Per Hour
FUEL-13	<b>MOBILE FUELING TRAILER</b>	Rapid Response customized tanker trailer with approx. capacity of 9,000 gallons and at least 8 vehicle refueling positions; Truck with Driver included.		\$ _____/Per Hour
FUEL-14	<b>MINI-MOBILE FUELING STATION</b>	1,550 gallon approx. capacity on trailer		\$ _____/Per Hour
FUEL-15	<b>LABOR</b>	Person to operate fuel station or re-fuel vehicles.		\$ _____/Per Hour
FUEL-16	<b>PER DIEM</b>	Rate per day, per person for lodging and meals		\$ _____/Per Day

FEMA PUBLIC ASSISTANCE

REQUIRED CONTRACT PROVISIONS

**1. Equal Employment Opportunity**

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

During the performance of this contract, the Contractor agrees as follows:

(1)The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2)The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3)The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4)The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5)The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6)The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7)In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8)The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions

and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2.Contract Work Hours and Safety Standards Act**

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(5) is provided below for ease of reference. The language provided is current as of the date of publication of the Contract Provisions Guide. However, 29 C.F.R. § 5 may be updated periodically, such that recipients and subrecipients are encouraged to reference the regulations for the most current language.

Compliance with the Contract Work Hours and Safety Standards Act.

(1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3)*Withholding for unpaid wages and liquidated damages—*

(i)*Withholding Process.* St. Tammany Parish Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours

and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii)*Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)A contracting agency for its reprocurement costs;

(C)A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D)A contractor's assignee(s);

(E)A contractor's successor(s); or

(F)A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)*Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5)*Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i)Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii)Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

### **3. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to St. Tammany Parish Government and understands and agrees that the St. Tammany Parish Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the St. Tammany Parish Government and understands and agrees that the St. Tammany Parish Government) will, in turn, report each violation as required to assure notification to the ([name of the pass-through entity, if applicable](#)), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **4. Suspension and Debarment**

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by St. Tammany Parish Government. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to St. Tammany

Parish Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **5. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

### **6. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause, the terms *backhaul*; *covered foreign country*; *covered telecommunications equipment or services*; *interconnection arrangements*; *roaming*; *substantial or essential component*; and *telecommunications equipment or services* have the meaning as defined in FEMA Policy 405-143-1, *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*, as used in this clause—

(b) *Prohibitions.* 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c)*Exceptions.*1) This clause does not prohibit contractors from providing—i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2)By necessary implication and regulation, the prohibitions also do not apply to: i. Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3)*Reporting requirement.*1)In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.2)The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e)*Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **7. Domestic Preferences for Procurements**

Domestic Preference for Procurements.

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

## **8. Access to Records**

The Contractor agrees to provide St. Tammany Parish Government, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## **9. DHS Seal, Logo, and Flags**

St. Tammany Parish Government must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

## **10. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding**

FEMA funding will be used in this project. Contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

### **11. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

### **12. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### **13. Socioeconomic Contracting**

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **14. Providing Good, Safe Jobs to Workers**

Creating Good Jobs.

Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.

#### **15. Buy Clean**

St. Tammany Parish Government encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, St. Tammany Parish Government encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_ INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

**CONTRACT FOR MATERIALS OR SUPPLIES**

**Contract No.: «txtMunisContractNum»**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «TXTCOMPANYNAME», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Vendor") do hereby enter into a contract under the following terms and conditions.

Whereas, the Parish has prepared Contract Documents for the purchase of certain materials and/or supplies, as more specifically described in the documents attached hereto and incorporated herein by reference; and

Whereas, the Parish has solicited and/or advertised for qualified vendors, has received and evaluated responses, and has duly awarded this Contract to the Vendor in accordance with applicable procurement requirements;

This Contract is awarded on a unit price, "As-Needed" basis in accordance with the specifications and terms set forth in the Contract Documents. The Parish shall not be responsible for payment for any materials or supplies ordered, delivered, or furnished without the proper authorization or in violation of established Parish procurement procedures.

**1. SCOPE OF SERVICES AND PAYMENT**

The Parish requires the Vendor to:

«txtScopeSummary»

## **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 INDEMNIFICATION**

### **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 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.

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

**WITNESSES:**

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

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Print Name**

**VENDOR:**

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

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**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

SAMPLE