

CITY OF KENNER
Bid Documents
For
Sealed Bid No. 26-6934

PROVIDE SOFTSTARTS AND VFDS AS NEEDED



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INVITATION TO BID

Sealed Bid No. 26-6934

January 14, 2026

PROVIDE SOFTSTARTS AND VFDS AS NEEDED

Sealed Bid No. 26-6934

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive sealed bids for:

Provide Softstarts and VFDS as needed

Bidders may also obtain copies of the bid documents and submit bids electronically by visiting www.centralauctionhouse.com. Sealed bids may also be received by mail or in-person until **February 13, 2026 at 9:45 a.m.**, by the City of Kenner in the Finance Department located at:

1610 Reverend Richard Wilson Drive
Building D
Kenner, Louisiana 70062

All interested parties are invited to attend the Bid Opening on the same day at 10:00 a.m. in the City of Kenner, Building D Auditorium, 1610 Rev. Richard Wilson Drive, Kenner, Louisiana, at which time the bids will be publicly read.

CITY OF KENNER

/s/Elizabeth Herring
Chief Financial Officer

Advertisement:

The Advocate

January 14, 2026

January 21, 2026

January 28, 2026

INSTRUCTIONS TO BIDDERS

B-1 Questions. Bidders should email all questions to Fincontracts@kenner.la.us no later than FIVE (5) working days prior to bid opening. All questions will be answered by addenda to all parties recorded as having received the bidding documents. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B-2 Bid Format. All bids must be written in ink or typewritten and signed by a member of the entity or authorized representative. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-3 Price. The City of Kenner will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Failure to bid on an item will also result in rejection of the bid.

B-4 Brand Names. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality provided brand names and stock numbers are specified.

B-5 New Materials. All materials and/or products must be new and of current manufacturer, unless otherwise stated.

B-6 Product Data. Complete product data of equal products may be required prior to award. All items appearing in the manufacturer's regularly published specifications furnished by the Bidder are assumed to be included in the Bidder's proposal. Any additions, deletions, or variations from manufacturer's regularly published specifications must be outlined in an attached letter. Minor deviations from these specifications, which do not impair comparative functional equivalency will be accepted.

B-7 Local Preference. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LA R.S. 38:2252).

B-8 Bid Awards. The City of Kenner reserves the right to award contracts or place orders with the lowest responsive bidder, on a lump sum or individual item basis or such combination as shall in its judgment be in the best interest of the city. Awards will be based on compliance with the specifications and the delivery and/or completion date.

B-9 Delivery Charges. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

B-10 Estimated Quantities. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

B-11 Price Extensions. In case of an extension error the unit price shall prevail.

B-12 Withdrawal. All bids submitted shall remain binding and may not be withdrawn for a period of forty-five (45) days after the scheduled closing date for receiving bids, except as provided for in La R.S. 38:2214(C) & (D).

B-13 Bidder Certifications. By submitting a bid, the bidder certifies that it has a) carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project all in strict accordance with the Bidding Documents prepared by the City of Kenner. The bidder further, if awarded agrees to the agreement terms and conditions set out in these bid documents.

B-14 Acceptance of Bids. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law. Kenner will consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

Documentation Required for Bid Submission

B-15 Corporate Resolution. If someone other than the corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212 (0). Bidders may use the form provided and attach to the proposal if needed.

BID FORM

TO: City of Kenner Finance Department
1610 Reverend Richard Wilson Drive
Kenner, Louisiana 70062

BID FOR: SEALED BID 26-6934
SOFTSTARTS & VFD'S

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CITY OF KENNER and dated: 01/14/2026
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADENDA:** (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid") the sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:

EMAIL ADDRESS:

DATE: _____

BID FORM
UNIT PRICE FORM

TO: City of Kenner Finance Department
1610 Reverend Richard Wilson Drive
Kenner, Louisiana 70062

BID FOR: SEALED BID 26-6934
SOFTSTARTS & VFD'S

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.

Amounts shall be stated in figures and only in figures.

DESCRIPTION: SOFTSTARTER ABB PSTX30-600-70 PSTX30, 600v, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	10	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX37-600-70 PSTX37, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	10	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX60-600-70 PSTX60, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	5	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX72-600-70 PSTX72, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	2	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX85-600-70 PSTX85, 600V 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	10	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX105-600-70 60 HP HD 480V				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	3	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX142-60-70 PSTX142, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	5	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX170-600-70 PSTX170, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	5	EA		
DESCRIPTION: SOFTSTARTER ABB PSTX210-600-70 PSTX210, 600V, 100-250VAC				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	10	EA		

DESCRIPTION:	SOFTSTARTER ABB PSTX250-600-70 PSTX250, 600V, 100-250VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	5	EA		

DESCRIPTION:	SOFTSTARTER ABB PSTX300-600-70 PSTX300, 600V, 100-250VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	10	EA		

DESCRIPTION:	CONERY FLOAT SWITCH 2900-B8S1C1-100 N/O GREEN FLOAT 10AMP 120V			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	10	EA		

DESCRIPTION:	CONERY FLOAT SWITCH 2901-B8S1C1-100 N/C GREEN FLOAT 10AMP 120V			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	10	EA		

DESCRIPTION:	FLOWLINE LR80-0000 GENERAL PURPOSE RADAR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	2	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-361A-5 300 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	20	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-302A-5 250 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	10	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-240A-5 200 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17	10	EA		

	VARIABLE FREQUENCY DRIVE ABB ACS880-01-180A-5 150 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18	5	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-156A-5 125 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	5	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-124A-5 100 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	5	EA		

DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-096A-5 75 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
21	2	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-077A-5 60 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
22	2	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-065A-5 50 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
23	2	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-052A-5 40 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
24	2	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-040A-5 30 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
25	2	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-034A-5 25 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
26	1	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-027A-5 20 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
27	1	EA		
	VARIABLE FREQUENCY DRIVE ABB ACS880-01-021A-5 15 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
28	1	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-014A-5 10 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
29	1	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-11A0-5 7.5 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
30	1	EA		
DESCRIPTION:	VARIABLE FREQUENCY DRIVE ABB ACS880-01-07A6-5 5 HP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
31	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-003-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
32	1	EA		

DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-009-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
33	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-016-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
34	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-019-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
35	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-025-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
36	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-030-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
37	1	EA		
	SOFTSTARTER SPRECHER + SCHUH PCS-037-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
38	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-043-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
39	4	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-060-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
40	4	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-085-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
41	4	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-108-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
42	4	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-135-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
43	4	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-201-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
44	1	EA		

DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-251-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
45	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-317-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
46	1	EA		
DESCRIPTION:	SOFTSTARTER SPRECHER + SCHUH PCS-361-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
47	1	EA		
	SOFTSTARTER SPRECHER + SCHUH PCS-480-600V, 600V, 100-240VAC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
48	1	EA		
DESCRIPTION:	MERCOID SUBMERSIBLE LEVEL TRANSMITTER, BULLET NOSE, 0-5 PSI, 4 TO 20mA DC, 40 FT CABLE OR EQUAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
49	25	EA		
DESCRIPTION:	MERCOID SUBMERSIBLE LEVEL TRANSMITTER, BULLET NOSE, 0-15 PSI, 4 TO 20mA DC, 60 FT CABLE OR EQUAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
50	25	EA		

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

Sample Corporate Resolution

Excerpt from minutes of meeting of the board of directors of

At the meeting of the board of directors _____

Duly notices and held on _____

A quorum being present, on motion duly made and seconded, it was resolved that

be appointed 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 transaction with the City of Kenner or any of its agencies, departments, employees, or agents including but not limited to, the execution of all bids papers, document, affidavits, bonds, sureties, contracts, and acts and to receive all purchase orders and notices issued pursuant to the provisions of any bid or contract, this corporation ratifying, approving, and confirming, and accepting every act performed by said agent and attorney-in-fact.

I certify this is a true and correct copy of an excerpt of the minutes of the board of directors of said corporation, and the same had not been revoked or rescinded.

Secretary

Date

AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana, and Successful Bidder for Bid No. 26-6934, ("Contractor") authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will provide softstarts and VFDs as needed. All work shall meet or exceed all local, state, federal, and manufacturer's codes and guidelines.
2. **Effective Date:** Upon execution, this Agreement will be effective and will terminate in one year.
3. **Agreement Amount:** This Agreement will not exceed \$200,000.00
4. **Terms of Payment:** Payment will be made only upon completion and acceptance by Kenner. Contractor shall invoice Kenner upon such completion and acceptance by e-mail to purchasing@kenner.la.us. Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of Wastewater
c/o Director
1610 Reverend Richard Wilson Drive, Kenner, LA 70062

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in Bid 26-6934 and attached, if applicable. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.
7. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise

any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.

8. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
9. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
10. **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
11. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
12. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
13. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.

14. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
15. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
16. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
17. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
18. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor

or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.

19. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
20. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.
21. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
22. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
23. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

***Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

24. Federal Clauses: Contractor agrees to the terms and provisions provided for in "Appendix A" (only applicable to all federally funded and reimbursable agreements).

By submitting a bid, Contractor acknowledges and agrees to all terms and conditions provided for in this document. If a contract is needed for this bid, signature blocks will be added to the Agreement when executed electronically.

INSURANCE NOT REQUIRED FOR THIS BID.

Supplementary Conditions

SC-1 All deliveries must be made within three (3) to five (5) days after receiving purchase order from the City of Kenner, with the exception of back order items. Back ordered items must have a stated lead time communicated at the time of order.

SC-2 All “delivery receipts” must include the following information:

- A. Date of delivery
- B. Delivery location
- C. Time of delivery at location
- D. Itemized amount of material on delivery ticket

In addition: All “Delivery receipts” must be signed by a City of Kenner Wastewater employee on delivery.

END OF SUPPLEMENTARY CONDITIONS