

PARISH OF ASCENSION



REQUEST FOR PROPOSALS

FOR

MECHANICAL SERVICES:

MECHANICAL MAINTENANCE SUPPORT SERVICES

PARISH PROJECT NO. PM-23-09-001

SEPTEMBER 13, 2023

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1. GENERAL INFORMATION

1.1 Purpose

The Ascension Parish Maintenance Department is seeking a contractor to provide mechanical support as needed by the maintenance department.

1.2 Background

The maintenance department has limited resources and is looking to get contractor support with work orders that require multiple resources and or longer durations to complete.

1.3 Scope of Services

The Ascension Parish Maintenance Department is soliciting mechanical support service proposals for mechanical work as required to support the maintenance department. The scope of this work is for support of the department as needed on day to day maintenance work orders. Bidders are to provide the Parish with a detailed unit price rate sheet for their services. All technical information will be provided to the successful bidder(s), which refers to equipment manuals, operating manuals, and technical information as required.

The contract will be on a fixed fee unit priced basis with payment terms provided by the Owner with the selected contractor.

The services provided will include:

- The Contractor shall provide hourly rates for each level of craft personnel to be used by the contractor
- These rates have mark-ups included for (i.e.) administration, billing, overhead, consumables, etc.
- All contractor-owned equipment required for the work should also be included in the unit price hourly rate sheet
- Materials that remain on the site will be considered reimbursable and be marked up with the contractors stipulated mark up
- Materials that do not remain onsite such as rags, buckets, gloves, cleaners, etc. are considered consumables and will be included in the contractor's hourly rate
- Rental equipment required on the job will be included as rental price plus the contractors stipulated mark up to be included in the bid
- Any subcontracts required outside the unit price-based rate sheet will also be marked up with a stipulated mark up in the bid

- The Owner will also have the right to provide equipment and subcontract services for the contractor as decided by the Owner
- The Contractor shall provide daily time sheets with duplicates signed daily by the Owner's Representative daily
- The timesheet shall contain the craft, the position of each personnel (i.e., Supervisor, Foreman, Mechanic A, Helper, Laborer, etc.) and totaled for each entry
- It will also contain the equipment hours used, hourly rate and totaled for each piece of equipment
- The Parish will provide engineering services for the contractor on as needed basis

1.4 Qualifications

The selected firm shall meet the following recommended qualifications:

- Must hold a Louisiana State Contractor License
- The Company shall have a minimum five (5) years' experience with similar types of work
- The Craftsmen shall have a minimum three (3) years' experience with similar types of work
- The contractor will adhere to all applicable codes and Parish supplemental conditions

2. ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin following conclusion of Parish evaluation, selection, and negotiation and to continue for the duration of two (2) years from the date the contractor is issued a notice to proceed. The Parish does reserve the right to discontinue a contract at any time and at their discretion.

2.2 RFP Inquiries

Written questions regarding RFP requirements or Scope of Services via the clearing house email provided in advertisements. These questions will be forwarded to the coordinator listed below:

Ascension Parish Purchasing Department

Email: Purchasing@apgov.us

or

Dean Thomason, Project Manager

Ascension Parish Government
615 East Worthey Street
Gonzales, LA. 70737
Telephone (225) 454-9253

The Parish will consider written inquiries and requests for clarification of the content of this RFP received from potential respondents. Written inquiries must be received by 3:00 p.m. CST on the date specified in the Schedule of Events. The Parish reserves the right to modify the RFP should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential respondents will be available by **October 12, 2023**. They will be posted at that time at <https://www.centralauctionhouse.com>. Only the RFP Coordinator has the authority to officially respond to respondent’s questions on behalf of the Parish. Any communications from any other individuals will not be binding on the Parish.

2.3 Schedule of Events

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
RFP Advertisement #1	September 21, 2023	
RFP Advertisement #2	September 28, 2023	
RFP Advertisement #3	October 5, 2023	
Deadline for receipt of written inquiries	October 3, 2023	@ 3:00 pm
Issue responses to written inquires	October 12, 2023	@ 3:00 pm
Deadline for receipt of Proposals	October 19, 2023	@ 3:00 pm

3. RESPONSE INFORMATION

3.1 RFP Addenda

Parish reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.2 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.3 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all offers submitted and/or cancel this announcement if it is determined to be in the Parish's best interest.

3.4 Withdrawal of Proposal

A respondent may withdraw a submitted proposal submitted at any time up to the date and time the offer is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.5 Subcontracting Information

The Parish shall have a single prime contractor as the result of any successful contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and Proposals. This general requirement notwithstanding, respondents may enter subcontractor arrangements, however, they must acknowledge in their proposals total responsibility for the entire contract.

If the respondent intends to subcontract for portions of the work, the respondent must identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the respondent under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the Parish, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Parish.

3.6 Ownership of Proposals

All materials submitted in response to this request shall become the property of Parish. Selection or rejection of an offer does not affect this right.

3.7 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the offer and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and

regulations. Any offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.8 Cost of Preparing Proposals

The Parish shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by the Parish.

3.9 Errors and Omissions in Proposal

The Parish will not be liable for any errors in proposals. The Parish reserves the right to make corrections or amendments due to errors identified in offers by Parish or the respondent. The Parish, at its option, has the right to request clarification or additional information from the respondent.

3.10 Contract Award and Execution

The Parish reserves the right to contract for all or a partial list of services described in this RFP. The selected respondent shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected respondent.

If the contract negotiation period exceeds 30 days or if the selected respondent fails to sign the final contract within 30 business days of delivery, the Parish may elect to abrogate the selection.

3.11 Code of Ethics

Respondent are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4. RESPONSE INSTRUCTIONS

4.1 Response Submission

Firms/individuals who are interested in providing services requested under this RFP must submit six (6) copies of the information specified in this section. The information shall be received in hard copy (printed) version by: **Ascension Parish Government, Purchasing Department, 116 East Worthy Street, Gonzales, LA 70737** on or before 3:00p.m. Central Standard Time on the date specified in the Schedule of Events. **Electronic submittals are permitted via <https://www.centrauctionhouse.com>; however, six (6) hard copies must still be submitted within 24 hours of the Proposal submission deadline.**

Proposal packages must be delivered at the proposer's expense. FAX or e-mail submissions are not acceptable. Respondents mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. It is solely the responsibility of each respondent to ensure that their offer is delivered at the specified place prior to the deadline for submission. Offers received after the deadline will not be considered.

At least one copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the offer with original signatures will be retained for incorporation in any contract resulting from this RFP. Please notate the word "**ORIGINAL**" in bold letters or stamp on the front cover of the document which contains the original signatures.

4.2 Certification Statement

The respondents must sign and submit the Certification Statement shown in **Attachment B**.

5. PROPOSAL SUBMISSION FORMAT

Responses should be prepared providing a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Responses should be submitted in letter size (8-1/2"-11") format with a type font of Times-Roman or similar and a minimum font size of 12 points.

Responses should follow the format and order of presentation described below. Standard Form APG-1001 must be utilized in order for a submittal to be considered. A copy of standard Form APG-1001 in Word format as well as instructions for completing that form are available in **Attachment D**.

5.1 Project Title and Number

The following project title shall be used for this submittal:

“Ascension Parish Maintenance Department Mechanical Support Services Contract”

The project number assigned to this work is as follows:

Parish Project Code: PM-23-09-001

5.2 Specialized Knowledge

In addition to all other requested information, the following must be included in all responses under section 13 of standard form APG-1001.

5.3 Fee Offer - Please fill out a fee schedule as per the unit price sheets:

A unit price-based fee to include all described services. The hourly rates shall be inclusive of costs and expenses, subcontract services shall be billed separately.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of responses will be accomplished by an evaluation team, to be designated by the Parish, which will determine the response most advantageous to the Parish, taking into consideration all evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Responses that are not in compliance will be rejected for further consideration.

6.3 Evaluation and Review

Responses will be evaluated based on information provided in the Proposal. The Evaluation Team will evaluate and score the responses using the criteria and scoring as listed in the attached Score Card (**Attachment A**). The most qualified competitor will be selected, subject to negotiation for fair and reasonable compensation.

6.4 Announcement of Contractor

The Parish will notify the successful responder(s) and proceed to negotiate terms for final contract. Unsuccessful respondents will be notified in writing accordingly. The award of a contract is subject to the approval of the Ascension Parish Council.

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Monthly Invoices

Itemized invoices to the Parish for the payment of these services shall be submitted monthly by the Contractor. Each invoice shall be processed and mailed to the **Ascension Parish Government Finance Department, P.O. Box 2392, Gonzales, La. 70707-2392** and contain all justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Parish's operation which are designated confidential by the Parish and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Parish. The identification of all such confidential data and information as well as the Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Parish in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the Parish to be adequate for the protection of the Parish's confidential information, such methods and procedures may be used, with the written consent of the Parish, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's

possession, is independently developed by the contractor outside the scope of the contract or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Parish.

8. LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:
Ascension Parish Government
P.O. Box 2392
Gonzales, Louisiana 70707

BID FOR:
Maintenance Service Contract
Mechanical Services
PM-23-09-001

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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ SITE SUPERVISOR		
REF. DESCRIPTION.	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SITE SUPERVISOR	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ SITE FORMAN		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SITE FORMAN	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ A MECHANIC		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
A MECHANIC	1		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ B MECHANIC		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
B MECHANIC			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ HELPER		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
HELPER			

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:
Ascension Parish Government
P.O. Box 2392
Gonzales, Louisiana 70707

BID FOR:
Maintenance Service Contract
Mechanical Services
PM-23-05-001

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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ SUB CONTRACT MARK UP		
REF. DESCRIPTION.	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
SUB CONTRACT MARK UP	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____ MATERIAL MARK UP		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
MATERIAL MARK UP	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # ____		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:
Ascension Parish Government
P.O. Box 2392
Gonzales, Louisiana 70707

BID FOR:
Maintenance Service Contract
Equipment Rates
PM-23-09-001

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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #____ EQUIPMENT		
REF. DESCRIPTION.	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #____ EQUIPMENT		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #____ EQUIPMENT		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #____ EQUIPMENT		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
	1		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #____ EQUIPMENT		
REF. DESCRIPTION	QUANTITY:	HOURLY RATE:	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

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.

ATTACHMENTS

ATTACHMENT A: SAMPLE SCORE CARD

Ascension Parish Professional Selection Committee

Date of Meeting: _____

Firm Name: _____

SCORECARD FACTORS	Weight	Max Total
Firm/Team Qualifications and Experience <ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources • Primary focus should be on Prime Consultants Experience; however, the other team members must be considered. 	0-25pts	
Key Personnel Qualifications and Experience <ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • While Firm Principals are listed, they traditionally have little involvement in the design; Emphasis should be placed on the Project Managers and Project Engineers/Architects. 	0-25 pts	
Project Experience <ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with State/Federal regulations, codes, policies, procedures and standards to successfully facilitate project completion and familiarity with government operations in general at parish/county or municipal levels. Letters or other documentation of successfully implementing projects or programs are acceptable. 	0-10 pts	
Proposal/Understanding <ul style="list-style-type: none"> • Firm/Teams RFP should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. 	0-5 pts	
Compatibility (firm size versus project size) <ul style="list-style-type: none"> • Consideration for the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload. 	0-5pts	
Current Work Load <ul style="list-style-type: none"> • Number and size of projects currently under contract must be considered in relation to available staff. 	0-10 pts	
Past Performance <ul style="list-style-type: none"> • Points will be awarded based on letters or other documentation of successfully implementing projects or programs are acceptable; special capabilities to accomplish this scope of work; ability to meet deadlines and budgets; and quality of work. 	0-5 pts	
Special Conditions/Requirements Specified in RFP <ul style="list-style-type: none"> • As specified in Section 5 of the RFP 	0-10 pts	
95pts TOTAL		

Committee Member
(Print)

Committee Member
(Signature)

Date

ATTACHMENT B: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Qualifications (RFQ) or Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Ascension Parish Government (Parish) requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

- A. E-mail Address: _____
- B. Facsimile Number: (_____) _____
- C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the Parish or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- 1. The information contained in its response to this RFQ/RFP is accurate;
- 2. Proposer complies with each of the mandatory requirements listed in the RFQ/RFP and will meet or exceed the functional and technical requirements specified therein;
- 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ/RFP.
- 4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
- 5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature of Proposer's Authorized Representative

Date

MASTER CONTRACT
for
LEGAL SERVICES CONTRACT

Be it known, that on this day, the Ascension Parish Government, through the office of the Parish President, (hereinafter sometimes referred to as the "Parish") and _____, qualified to do and doing business in this State and Parish, (hereinafter collectively referred to as "Provider" or "Attorney"), represented herein by _____, do hereby enter into a contract under the following terms and condition, all of which is effective as of the date of the Parish President's signature.

I. SCOPE OF SERVICES

- (A) The Scope of Services shall be entered as a task of work to this contract. The Scope shall be attached hereto as an Exhibit "A" and made a part hereof as if written herein in full. All work shall be under the direction of the East Ascension Consolidated Gravity Drainage District 1 Department (hereinafter "Owner"), and all documents, advices, and the like shall be submitted to the Owner/Owners Representative, and all approvals and administration of this contract shall be through the Owner/Owners Representative. Allen Allred shall be Owner's lead and designated representative for the Parish.
- (B) The initial compensation to Provider for these services shall be set out in the attached Scope.
- (C) There will be no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever, but for expenses related to associated counsel, paralegals, and costs of deposition, travel, court costs and the like, all as discusses more particularly below.
- (D) It is understood that this Scope may be amended from time to time as agreed-to by the Parties and as per law.

II. DOCUMENTS

- (A) The Provider shall furnish copies of all approved time sheets, material and equipment to the Owner with each invoice to the Owner.
- (B) All materials collected by the Provider and all documents, notes and files shall remain the property of the Parish except as otherwise provided herein.
- (C) The Parish shall furnish without charge to Provider all records, files, Rules, Regulations, Policies and any other information which the Parish now has in its which may be of use to the Provider.
- (D) Notwithstanding anything to the contrary in any other provision of this contract, none of the documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has an interest therein.
- (E) Notwithstanding any Section hereinafter, there will be retention of all related records:

SAMPLE

SAMPLE

- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of the Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other materials related to this contact and/or obtained or prepared by Provider in connection with the performance of the legal services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish at termination or expiration of this contract.
- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of Provider related to this contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
- (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of three (3) years after termination of the contract, except as follows:
 - (a) Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
 - (b) All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish.

(F) The Parish agrees not to use Provider's non-public work product on any other legal project without the express written permission of the Provider.

(G) All of Provider's pre-existing or propriety computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

(H) It is understood that it is the intent of the Parties that all documents submitted and advices provided by Provider are considered as highly sensitive and confidential. It is understood and agreed that all documents are governed by attorney/client privileged communication. It is understood and agreed that all documents are considered as non-public and may not be released to the public in any manner unless so authorized by a Court of competent jurisdiction. Pleadings and other documents filed in the record of a Court of competent jurisdiction by Provider are not considered as non-public.

III. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to payments that may be due Provider by Parish. The Scope shall set out the payment schedule to Provider.

A. PAYMENT ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated

incrementally to the tenth of the hour, their classifications and a description of the work performed. It is understood and agreed that details of legal services rendered may be redacted in order to protect the sensitivity of legal advices rendered. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. This standard billing rate schedule for hourly rate services is based upon the suggested hourly rate as set out by the Provider, however, it is understood that the degree & skill of the Provider and complexity of the project may allow for negotiation of all fees.

2. Invoices for services shall be submitted by Provider to Owner for review and approval.
- (A) All billings by Provider for services rendered shall be submitted in writing.
 - (B) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by Owner. Failure by Provider to obtain pre-approval from Owner of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
 - (C) Out of state travel time, only and specifically at the direction and for the convenience of the Owner, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the Owner.
 - (D) Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
3. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.

IV. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

V. BUDGET LIMITATION

- A. The Parish may determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. If a budget limit is disclosed by the Parish, the Provider shall use its best judgment and expertise to responsibly represent the Parish within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. In the event of a budget limitation, it is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing legal advice or opinions, the Parish understands that the Provider has no control over costs and amount of time needed to provide adequate representation and that the opinion of probable fees & costs provided herein are made on the basis of the Provider’s knowledge, good-faith estimates and experience.
- C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance or 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.

VI. NOTICE TO PROCEED

The Parish, through the Owner, shall notify the Provider to undertake the services stated herein, and the Provider shall commence the services immediately.

VII. INSURANCE

The Provider shall secure and maintain at its expense legal mal-practice insurance. Proof of each insurance shall be made available to the Parish as reasonable requested.

VIII. OTHER TERMS AND CONDITIONS

- A. Parish acknowledges that _____, may from time to time represent clients with regard to disputes with the Ascension Parish Sales and Use Tax Authority. Parish waives any conflicts against their representation of these clients, provided the conflict is not related to any East Ascension Consolidated Gravity Drainage District 1 projects.

- B. **NO GUARANTEE.** The Parish acknowledges that Provider has made no promise or guarantee regarding the outcome of any legal matter. In fact, Provider has advised the Parish that litigation in general is risky, can take a long time, can be very costly and can be frustrating. The Parish further acknowledges that Provider shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, does not have a reasonably good possibility of recovery, the Parish refuses to follow the recommendations of Provider or if to abide by the terms of this Agreement, and/or if Provider's continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as or if permitted under the Rules of Professional Conduct.
- C. **TERMINATION OF REPRESENTATION.** The Parties understand that each has the right to terminate the representation upon written notice to that effect.
- D. **ENTIRE AGREEMENT.** We acknowledge that there are no other terms or oral agreements existing between Provider and Parish. Except as otherwise set out herein, this Agreement may not be amended or modified in any way without the prior written consent of the Parties.
- E. The Provider shall, at all times during the term of this contract, maintain valid licensure with the State of Louisiana. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish.
- F. This agreement shall be binding upon the award and the notice to proceed issued by the Parish.
- G. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Provider or contracted by the Provider, to solicit or secure this Contract, and that it has agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- H. This contract may be amended only by mutual written consent of the respective parties.
- I. **Third Party Beneficiary:** it is specifically agreed by and between the parties that any person or company/firm known as third party shall be between Provider and the third party via their contract upon approval of Owner who also has the option to contract directly to the third party at its discretion.
- J. Neither party will be liable for failure to fulfill its obligation when due to causes beyond its reasonable control.
- K. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

- L. 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.
- M. It is specifically understood that the terms “agreement” and “contract” may be used interchangeably. It is specifically understood that the terms “Parish”, “Owner” and “Parish” and “the Parish of Ascension” may be used interchangeably.
- N. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other legal counsel during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that it will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- O. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

IX. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract with or without cause. Provider shall be entitled to payment for deliverables in progress, to the extent work has been actually performed.

B. Additional Right to Cancel

- (1) 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 the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.
- (2) By mutual agreement and consent of the parties hereto.
- (3) By either party upon failure to fulfill its obligations as set forth in this contract.
- (4) In the event of the abandonment of the legal issue by the Parish.

- C. Upon termination, the Provider shall deliver to the Parish all original documents, notes, and files except the Provider’s personal and administrative files.

- D. In the event of default and/or breach of this agreement and this matter is forwarded to legal counsel, neither party may be entitled to collect an attorney fees.
- E. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- F. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to services, materials and the like supplied to Parish shall be deemed forfeited.

X. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the option of auditing the applicable account of Provider which relates to the contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit.

XI. DISCRIMINATION CLAUSE

Provider agrees to comply with the American with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: 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 the requirements of the American with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider’s employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including

apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race color, religion, sex, national origin, disability, age or veteran status.

XII. INDEPENDENT CONTRACTOR

1. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall, however, be authorized to represent the Parish with respect to legal services being performed, dealings with other governmental agencies, and the administration of specifically related events, unless precluded, in writing, by the Parish.
2. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
3. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
4. Provider agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
5. Provider acknowledges Exclusions of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
6. Provider agrees to waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

XIII. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner.

Parish: Ascension Parish Government
615 East Worthy Street
Gonzales, LA 70737

Provider:

XIV. RECORDATION OF CONTRACT

The Parties agree that this Contract need not be recorded. In the event that recordation is required at some later date, the Parties agree to utilize a short version. All costs associated with recordation shall be paid by the Parish.

XV. AUTHORITY TO ENTER CONTRACT

The undersigned representatives warrant that each has the requisite and necessary authority to enter and sign this contract. The Parish agrees to provide a Resolution and/or Ordinance where requested or necessary.

WITNESSES

ASCENSION PARISH GOVERNMENT

BY: _____
Clint Cointment, Parish President
Date: _____

WITNESSES

BY: _____
Date: _____

Professional Engineering and Related Services

1. Project title	2. Project number
3a. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work	3b. Name, title, telephone number, and e-mail address of the official with signing authority for this contract
	3c. Name, Title, telephone number, e-mail address and registration number of full-time LA licensed engineer in responsible charge of the project (not required for non-engineering projects)

3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):

Signature: _____ Date: _____

4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:

a. Civil Engineers, with current Louisiana P.E. registration	_____
b. Environmental Engineers, with current Louisiana P.E. registration (not included in 4a)	_____
c. Land Surveyors, with current Louisiana P.L.S. registration	_____
d. Engineers In Training, with current Louisiana E.I. registration	_____
e. Designers/Draftsmen	_____
f. Survey Party Chiefs	_____
g. Real Estate Professionals (Agents and Certified Appraisers)	_____
h. Other personnel not included in above categories	_____
 Total personnel at primary work location (sum of a – h)	 _____

5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project:

a. Civil Engineers	_____
b. Environmental Engineers (not included in 5a)	_____
c. Land Surveyors, with current Louisiana P.L.S. registration	_____
d. Engineers In Training, with current Louisiana E.I. registration	_____
e. Designers/Draftsmen	_____
f. Survey Party Chiefs	_____
g. Real Estate Professionals (Agents and Certified Appraisers)	_____
h. Other personnel not included in above categories	_____
 Total personnel not located at the primary work location (sum of a – h)	 _____

6. Do you presently have sufficient staff to perform these services in the designated time frame? (Yes/No)

7. Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the firm. Also, identify % of work for the overall project to be performed by the firm (must be at least 50%).



8. Do you intend to use a sub-consultant(s)? ____ yes ____ no

(For use by the Prime Consultant only)

All subconsultants/associates listed for this project must attach a signed Form APG-1001

Name and address	Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant.	Worked with prime before? (Yes/No)
1.		
2.		
3.		
4.		

5.		
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9. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable).

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to draw a Staffing Plan diagram showing personnel assignments, duties, and supervisors for each work element of the project.

10. Brief résumé of key persons anticipated to work on this project

a. Name, title & domicile

b. Position or Assignment for this project

c. Name of firm by which employed full time

d. Years experience:

With this firm: _____ With other firms: _____

e. Education: Degree(s) / Years / Specialization

f. Active registration: Year registered: _____

Branch: _____ State: _____

License No.: _____

g. Specific experience and qualifications relevant to the proposed project:

11. Work by firm which best illustrates project experience relevant to this project (List not more than 10 Projects)

a. Project name & location	b. Project description	c. Nature of firm's responsibility & firm members involved	d. Client's name, address, and telephone number	e. Completion date or Percent Complete & cost in thousands

12. All work by firm (all offices) currently being performed for or selected by Ascension Parish Government (as Prime or Sub-consultant)

a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees (in thousands) ** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually ** Do not include sub-consultant's fees			Total	

13. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. This section may also be used to submit proposed prices, if required. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded.

-----**END OF RFP DOCUMENT**-----