

PARISH OF ASCENSION



REQUEST FOR PROPOSALS FOR

WEST ASCENSION EARLY LEARNING CENTER FOOD VENDOR

November 30, 2023

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1. GENERAL INFORMATION

1.1 Purpose

Ascension Parish Government (Parish) is accepting proposals for the preparation and distribution of meals for the children enrolled with the West Ascension Early Learning Center.

1.2 Background

The responsible bidder/respondent shall provide the meals during operational hours despite weather conditions.

1.3 Scope of Services

MEAL SERVICES TO BE PROVIDED

Three (3) meals - breakfast, lunch, and afternoon snack - will be provided based on the following:

- All meals will comply with all components of Chapter 23 of the Louisiana State Sanitary Code
- All meals will follow the USDA Child and Adult Care Food Program (CACFP) guidelines - including meal patterns, serving sizes based on age, and meal substitutions or modifications for children with special dietary needs
- All meals will be determined through the collaborative development of a 4-week cycle menu between center administrators and the vendor
- All meals will be prepared within a nut-free area
- All meals will be individually packaged within appropriate containers (disposable or non-disposable)
- Vendor will provide milk based on CACFP guidelines, provide child sized utensils, and provide condiments as needed
- Daily child count for each meal will be provided by center administrators via E-mail or phone at a time agreed upon by center administrators and the vendor. The number of meals served each day is required to be included within the weekly invoicing
- Meals will be delivered to the West Ascension Early Learning Center located at 318 Mississippi Street, Donaldsonville, LA
- **Breakfast:** Hot or cold breakfast delivered by 8:30am, approximately 60-65 individually packaged containers (one for each child based on child count provided by center administrators) in hot boxes (if necessary) to maintain appropriate food temperatures
- **Lunch:** Hot lunch delivered by 11:15am, approximately 60-65 individually packaged containers (one for each child based on child count provided by center administrators) in hot boxes to maintain appropriate food temperatures
- **Snack:** To be delivered by 2:15 pm or with lunch, approximately 60-65 individually packaged containers (one for each child – based on child count provided by center administrators)

- The vendor must have auxiliary generator power at the location that meals are being prepared. Vendor must be able to deliver meals during severe weather/high wind and have a physical location independent of Parish
- All meals must be produced from an alternate location if the primary location is damaged. If the roads are closed due to weather conditions, or deemed unsafe for travel, arrangements must be made at least twenty-four (24) hours in advance to provide the required meals. All meals will need to be prepackaged to be conveniently held at appropriate temperature
- Vendor is responsible for retrieving meal prep items from the center for cleaning and sanitation (serving containers, hot boxes, etc.)

1.4 Health and Safety

All food, food items, plant facilities, machinery, equipment, and apparatus used in the production, processing, handling, storage, or delivery of items provided under this Contract will meet the sanitary standards required by the State of Louisiana, and as applicable, any other parish or local requirements. All the above will be subject to inspection and test by APG at all places and at all reasonable times. APG will notify the Contractor in writing of any failures to meet sanitary requirements prescribed in this Contract. Any such failures affecting the health and safety of APG clients or users must be immediately addressed and corrected; with written notification thereof to APG; otherwise feeding services must be suspended by Contractor.

Contractor, at Contractor's sole cost and expense, shall thoroughly clean, wash and sanitize all its own cambros (if applicable) in compliance with Louisiana public health requirements and any other local, state, or federal health, safety, and sanitary guidelines applicable to the preparation, transportation, storage and serving of food and food items.

The Contractor shall not serve food:

- (1) that is past its expiration date for freshness,
- (2) that is from a damaged container (e.g., open, or torn wrapping or dented can),
- (3) and/or whose appearance has deteriorated (e.g., bruised, or rotting fruit, browning lettuce, stale, or broken cakes, cookies, doughnuts, or pastries)

1.5 Insurance

Contractor will maintain, at its sole cost and expense, the following insurance policies in full force and effect for the Term of the Contract:

- (1) **A Commercial General Liability policy** including Personal and Advertising Injury Liability, Products and Completed Operations Liability and Contractual Liability with the APG Indemnities named as additional insured as their interests may appear according to the Contract, and the amount of the policy will be at least \$2,000,000 combined single limit for each occurrence.
- (2) **A Workers' Compensation policy** covering all employees provided under this Contract and having the statutory limits required for each jurisdiction where the work required under this Contract is performed, and an Employers' Liability policy with at least the following limits, \$1,000,000 per accident \$1,000,000 per disease and \$1,000,000 per disease (each employee).

- (3) **A Commercial Auto Liability policy** including owned and non-owned and hired vehicles with at least \$1,000,000 in coverage (including uninsured and under-insured motorist coverage with minimum statutory limits) with the APG Indemnities named as additional insured as their interests may appear as respects to this Contract.
- (4) **An "All Risk" Property Insurance policy** at full replacement cost on all property and equipment used by Contractor under this Contract.

1.6 Equal Employment Opportunity

In connection with the performance of Services under this Contract, the Contractor will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, national origin, sex, or any other characteristic.

1.7 Tax Exemption

The Parish is exempt from the payment of federal excise taxes and state sales and use taxes. The Contractor is responsible for requesting from the Parish any tax exemption numbers or certificates needed by the Contractor.

1.8 Accident Prevention

In performing this Contract, the Contractor will comply with the Occupational Safety and Health Act of 1970 and all subsequent amendments. The Contractor will maintain an accurate record of exposure data and all accidents incidents to Services performed under this Contract, resulting in death, traumatic injury, and occupational disease.

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. All standard Ascension Parish Government contracts consist of a one-year contract with a two-year renewal option. The Parish does reserve the right to discontinue the contract at any time and at their discretion.

2.2 RFP Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to:

Ascension Parish Purchasing Department
Email: Purchasing@apgov.us

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.

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 & TIME (CST)</u>
Advertise RFP	December 7, 2023
	December 14, 2023
	December 21, 2023
Deadline for receipt of written inquiries	December 19, 2023 @ 3:00 p.m.
Issue responses to written inquiries	December 26, 2023 @ 3:00 p.m.
Deadline for receipt of Proposals	January 4, 2024 @ 3:00 p.m.

Upon receipt of proposal, a selection committee will be formed, and a scheduled public meeting will be held.

The selection committee will determine, and recommend to the Council, the winning Statement of Proposal. The winning Statement of Proposal under this RFP does not guarantee any respondent's selection to provide services.

3. RESPONSE INFORMATION

3.1 RFP Addenda

The 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 offer's 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 Proposal

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 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 Proposal

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 C**. In no event shall a Proposer submit its own standard contract terms and conditions in 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

Respondents 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 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 <http://www.centrauctionhouse.com>, however (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 of 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.

5.1 Project Title

The following project title shall be used for this submittal:

"Meal Services for the Children of West Ascension Early Learning Center"

5.2 Specialized Knowledge

In addition to all other requested information, please provide any additional information for consideration.

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 Invoices

Contractor shall submit invoices to Ascension Parish Government weekly before payment will be made. To ensure prompt payment, Contractor will submit an invoice to the following address:

Ascension Parish Government
Finance Office
PO Box 2392
Gonzales, LA. 70707-2392
Email: accountspayable@apgov.us

Each invoice must contain the following information:

1. Contractor's name and address
2. The Contract and/or purchase order number
3. Project Name
4. A description of the Services, the dates of performance, meal counts for each day included on the invoice
5. Payment terms
6. Any additional information required by this Contract.

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.

ATTACHMENTS

ATTACHMENT A: SAMPLE FEDERAL GRANT SCORECARD

**Ascension Parish Professional Selection Committee
Federal Grant Score Card**

Date of Meeting: _____

Firm Name: _____

SCORECARD FACTORS	Weight	Max Total
Firm/Team Qualifications and Experience - 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 - 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 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 Firm/Teams 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) 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 Workload Number and size of projects currently under contract must be considered in relation to available staff.	0-10 pts	
Past Performance 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 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's 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

ATTACHMENT C: SAMPLE CONTRACT

MASTER SERVICES CONTRACT

BE IT KNOWN that on this ____ day of _____, 20__,

Ascension Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of Ascension

And

_____, qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF SERVICES

A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of _____, _____, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

B. The compensation to the Provider for these services shall not exceed _____,

2. TERM OF CONTRACT

A. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on the date of the Parish President's signature. The Parish will have an option to renew for (2) consecutive years after the one (1) year period ends.

B. This Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

3. PAYMENT OF ALL FEES AND ALL EXPENSES

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

A. IF 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 detailed description of the work performed. 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. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
3. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:

Ascension Parish Government
P.O. Box 2392
Gonzales, LA 70707-2392

- a. All invoices must describe the Parish Project.
 - b. All billings by Provider for services rendered shall be submitted in writing.
 - c. Provider agrees to comply with the instructions when submitting invoices.
 - 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.
4. 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.
5. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

4. 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.

5. BUDGET LIMITATION

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. 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 opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications 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 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.

6. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
 - 1. The Provider's insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 - 2. The Parish of Ascension shall be named as additional named insured with respect to

automobile and general liability.

3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
 3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

Any automobiles;
Owned automobiles;
Hired automobiles;
Non-owned automobiles;
Uninsured motorist.
 4. An umbrella policy or excess policy may be used to meet minimum requirements.
 5. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the Provider shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any

insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

6. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
7. **WAIVER:** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

7. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. 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 of Ascension.
- B. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.
- C. This agreement shall be binding upon the successors and assigns for the parties hereto.
- D. This agreement represents the entire Agreement between Parish and Provider.
- E. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The

exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.

F. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.

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 solely for the Provider, to solicit or secure this Contract, and that it has not paid or 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 to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.

J. Neither party will be liable for failure to fulfill its obligations 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 "Owner", "PROJECT MANAGER" 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 retain other Providers 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 they 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 warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.

P. 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.

Q. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.

R. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

S. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.

T. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

8. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

C. 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) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
2. By mutual agreement and consent of the parties hereto.
3. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
4. By either party upon failure to fulfill its obligations as set forth in this contract
5. In the event of the abandonment of the project by the Parish.
6. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) days notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not

exceed six (6) months, unless mutually agreed upon.

- H. There is a right to cancel by the Parish by giving thirty (30) days notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. 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 goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

9. 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 sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this 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. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

10. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans 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 Americans 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 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. 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.

11. INDEPENDENT CONTRACTOR

A. 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 not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

B. 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 taxes 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.

C. 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.

D. Provider agrees and acknowledges that it (and its employees) 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.

E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.

F. Provider agrees to a 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.

12. 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 of Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

Provider:

13. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider 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. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

WITNESSES

Title: Parish President
Ascension Parish Government
Date: _____

Title: _____
Date: _____

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