

REQUEST FOR QUALIFICATIONS

For Consulting Services for the Selection
Of an Enterprise Resource Planning System Consultant



RFQ Submittals Due: April 14, 2016 – 4:00 P.M.

Submit One Original, Four Copies (one copy must be unbound) and One
Electronic Copy to:
Parish of Ascension
Purchasing Department
ATTN: Joan Shivers
615 East Worthey Street
Gonzales, LA 70737

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I. PROJECT SUMMARY & GENERAL PROVISIONS

A. Summary

OBJECTIVE: The Parish of Ascension is seeking statements of qualifications from qualified companies that provide consulting services for Enterprise Resource Planning (ERP) systems. Ascension Parish is seeking a vendor to provide project management, conduct a needs assessment, prepare a comprehensive Request for Proposal (RFP), evaluate proposals and recommend a vendor, conduct contract negotiations, and oversee the installation and implementation of a new ERP solution.

DEMOGRAPHICS: Situated along Interstate 10 between Baton Rouge and New Orleans, Ascension Parish is the fastest growing Parish in the state of Louisiana. Ascension Parish has a population of 120,000. The land area of the parish is 303 square miles. The parish's population density is 396 people per square mile. The total budget is \$132.5 million and the General Fund budget is \$17 million. Ascension Parish employs approximately 396 full-time and provides Homeland Security/Emergency Preparedness, Video Programming, Human Resource, Grants, Engineering, Purchasing, Drainage, Health & Mental Health, Animal Shelter, Jail, Mosquito Control, Recreation, Fire Districts, Public Works, Finance, Court, Library, Building, Zoning, Planning, Fleet Management, Building and Grounds Maintenance, Utilities, Lamar Dixon Facility and Administrative services and other mandated departments. The Parish has 380 computer users.

BACKGROUND: The current ERP system is an AS400 based legacy system running on the I5OS V5R4 operating system platform. Modules in use include: General Ledger System which includes Receipts, Encumbrance, check reconciliation; Accounts Payable System, Purchase Order System/Requisition System, and Payroll System. On an annual basis, Ascension Parish processes approximately 149,500 journal entries (manual and system generated), 1,200 cash receipts with 7,402 entries (2,500-3,000 actual deposits), 40,000 documents for payment, and issues 10,381 purchase orders. There are approximately 10,500 consolidated cash checks and 13,000 payroll checks issued annually.

This ERP has been in place since the 1980's with upgrades to Hardware and Operating systems through the years. The inability to integrate with external databases and accommodate a more mobile e-government solution are the current weaknesses of the system.

B. Scope of Services

Ascension Parish seeks an independent vendor with proven experience in governmental ERP projects, including overall project management, needs assessment, RFP development, software selection, contract negotiations, and implementation.

Required services include, but are not limited to:

Project Management

- Provide competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management.
- Direct completion of tasks within estimated time frames and budget constraints.

Needs Assessment

- Understand and articulate the electronic information needs of all Ascension Parish departments (reporting, analysis and management). This will include meetings with staff to determine current business processes and overlapping needs, improvement recommendations for processes, and perform a needs analysis.

Request for Proposal Development

- Develop ERP software specifications including establishing expectations as to the level of detail for the specifications, providing a base set of specifications, and facilitating the process of reviewing and finalizing the base specifications, including appropriate prioritization. Identify appropriate modules for required inclusion in the ERP and those which would be optional.
- Develop selection criteria and define decision-making process.
- Prepare the Request for Proposal (RFP) document.
- Prepare a listing of prospective vendors.

Evaluation and Selection of Vendor

- Manage vendor Q&A during pre-proposal due date timeframe, including establishing and facilitating pre-proposal meeting, as well as working with Ascension Parish in preparing any RFP addenda.
- Facilitate proposal opening.
- Analyze and evaluate proposals and prepare proposal analysis document.
- Schedule and conduct vendor demonstrations, site visits, and reference checking.
- Assist in the selection of the preferred vendor and presentation of recommendation to Ascension Parish Committee.

Contract Negotiation

- Review license and support agreements and conduct contract negotiations.
- Present final contract to an internal ERP Committee for review and to Council for approval.

Installation and Implementation

- Provide project management oversight during the implementation phase, including data conversion/migration monitoring, user acceptance testing, user training, and project closeout. This phase of the project can be structured as an independent contract for service.

C. General Provisions & Disclaimers

The Request for Qualifications (RFQ) is not a commitment or contract of any kind. Ascension Parish reserves the right to pursue any and/or all ideas generated by this request. Costs for developing submissions are entirely the responsibility of the respondents and shall not be reimbursed. Ascension Parish reserves the right to reject any and all submissions. Ascension Parish reserves the right to waive any requirements of this RFQ when it determines that waiving a requirement is in the best interest of Ascension Parish. Submittals are public records subject to disclosure under the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) Ascension Parish cannot represent or guarantee that any information submitted in response to the RFQ will be confidential.

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials,

supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFQ and the resulting contract.

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Qualification, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFQ. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals.

The vendor agrees to indemnify, defend and hold harmless the Parish of Ascension, against any and all claims or actions of any nature whatsoever, including, but not limited to, damages to property, injuries, or death arising out of any of the operations of the vendor.

The successful proposer agrees, by accepting the award of this RFQ, to the following hold harmless agreement:

During the term of this contract, the vendor shall indemnify, hold harmless, and defend the Parish of Ascension, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury or death to a person, group or organization, whether employed by the vendor or by the Parish of Ascension.

Right to Reject Proposal Submissions and Waiver of Minor Irregularities

As deemed in the Parish of Ascension's best interest, the Parish of Ascension reserves the right to:

1. Reject any or all proposals submitted.
2. To resolicit proposals or not.
3. To award any portion(s) of this RFQ.
4. To waive informalities.
5. To issue to all responsive proposers request for information (RFI's).
6. To issue requests to negotiate with finalist and solicit best and final offers.

Proposal Preparation Costs

Neither Ascension Parish nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ. Proposing firms shall pay all costs associated with the preparation of the proposals including the cost of any visits to Ascension Parish.

Taxes

Any taxes, other than state and local sales and use taxes, from which the Parish of Ascension is exempt, shall be assumed to be included within the Proposer's cost.

Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and 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 prior to the execution of the contract.

Upon the award of the contract, 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.

If services are to be performed in Ascension Parish, evidence of a current occupational license and/or permit issued by Ascension Parish shall be supplied by the successful vendor, if applicable.

Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The Parish of Ascension is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov/>

Insurance Requirements

Contractor shall furnish the Parish of Ascension with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment A). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish of Ascension before work commences. The Parish of Ascension reserves the right to require complete certified copies of all required policies, at any time.

Subcontractor Insurance

The Successful Proposer shall include all subcontractors as insured's under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

II. IMPORTANT DEADLINES

A. Dates

Date	Time	Action
March 17, 2016		Release of RFQ to Public, Posted on Central Auction House Website
March 31, 2016	5:00 P.M.	Last Day for Written Inquiries

April 7, 2016	5:00 P.M.	Anticipated Date that answers to Written Inquiries shall be posted
April 14, 2016	4:00 P.M.	Statement of Qualifications Submission Deadline
To be announced		Evaluation Committee Review Process Begin
To be announced		(Optional) Interview of Finalist(s), Time and Location TBD
To be announced		Anticipated Recommendation Ascension Parish Council for Approval
To be announced		Negotiations of Contract
To be announced		Anticipated Commencement of Contract

**These dates subject to change.*

B. Respondent Questions & Requests for Additional Information

Questions, clarifications, or requests for additional information regarding this RFQ must be made to Ascension Parish by E-mail to the attention of Joan Shivers, Purchasing Director, at jshivers@apgov.us. A list of questions received and answers given will be posted on the Ascension Parish Purchasing website at: <http://www.centralauctionhouse.com>, no later than 5:00 p.m. on April 7, 2016.

C. Submission Manner, Time, Place, Date & Contact

One (1) original, four (4) copies (one copy must be unbound), and one (1) electronic copy of the Statement of Qualifications submission must be received by Ascension Parish by April 14, 2016 at 4:00 P.M. The submission packet is to be clearly labeled and delivered to the following address:

Ascension Parish Government
Attention: Joan Shivers, Purchasing Department
615 E. Worthey Street, Gonzales, LA 70737

Electronic submission should be included in the submission packet by flash drive.

III. SELECTION CRITERIA

Ascension Parish reserves the right to designate respondents as qualified and to prepare a list ranking those designated as qualified on the basis of the Parish of Ascension determination, in its sole discretion, of the best interests of Ascension Parish and the project.

The following criteria will be used in the evaluation and selection of the vendor. Note that this is not a comprehensive list and is not in order of priority:

1. Vendor stability and market experience
2. General knowledge of the ERP software industry and products
3. Experience working with municipalities of similar demographics to Ascension Parish
4. Experience performing the needs analysis and requirements gathering process
5. Experience in development of a RFP
6. Experience in identifying software/reseller selection criteria and weighting

7. Experience with the RFP process including scope definition, software selection criteria, developing a scheme for weighting or otherwise prioritizing the criteria
8. Experience with all phases of ERP implementation including installation, customization, go-live and change management
9. Experience negotiating contracts for the procurement, installation, customization and implementation of ERP software products.
10. Project planning and approach
11. Team organization and experience of individual team members
12. Completeness of work plan
13. Projected length of project
14. Cost

Respondents must have no financial interest with any software vendor, third-party organization or reseller providing ERP system software.

IV. SUBMITTAL REQUIREMENTS

Respondents are asked to submit evidence of their experience and qualifications to perform the work as identified in this document. Responses should include background data, detailed explanation of the methodology to be used, a detailed timeline that corresponds to the functions listed in the methodology, estimated costs related to the project, and staffing information, including resumes.

For each of the following items, provide a detailed explanation; for those areas pertaining to the respondent's experience performing that function, cite examples of the previous work and provide details of the project, scope of work performed, deliverables, and roles and responsibilities.

1. Company Background including the following:

- a. Experience and first-hand knowledge of software selection of Enterprise Resource Planning (ERP) products and modules. Include the vendor/product/software experience and level of knowledge.
- b. Experience with local government public sector, especially municipalities of a similar size and demographics to Ascension Parish.
- c. Experience in Needs and Risk Assessments.
- d. Experience in Business Process analysis and documentation in municipal government.
- e. Experience gathering functional requirements across departments.
- f. Experience in Request for Proposal development.
- g. Experience determining RFP evaluation criteria.
- h. Experience in software selection.
- i. Experience in analysis and risks of business process change and change management in relation to the implementation of an ERP system.
- j. Experience with all phases of ERP implementation including installation, customization, go-live and change management.
- k. Experience negotiating contracts for the procurement, installation, customization and implementation of ERP software products.
- l. Approach and methodology for this project.

2. Proposed project team including each member's qualifications and previous experience in projects of this type.
3. Cost Proposal for this project. Costs should be broken out as follows:
 - Needs Assessment
 - RFP Development
 - Evaluation and Selection
 - Contract Negotiations
 - Installation and Implementation
4. Please indicate the number of meetings your staff will attend to accomplish the work required.
5. References: Provide five (5) references of previous projects similar in scope to that described in this RFQ for an organization similar in size, scope and function to Ascension Parish. Include:
 - a. Name of organization
 - b. Contact information
 - c. Systems recommendations
 - d. Description and final result of project
 - e. Time frame, original budget and final cost of the project

The project referenced must be fully completed. Partially completed projects or projects currently active should not be included in the five (5).

V. RIGHTS

Ascension Parish reserves the right, in its sole discretion, to modify, suspend or cancel the project. Ascension Parish reserves the right to modify, suspend or cancel any and all aspects of the selection process, including but not limited to this RFQ, and any and all portion of the developer selection process in or subsequent to the RFQ. Ascension Parish reserves the right to obtain further information from any respondent, to waive any defects as to form or content in the RFQ or any other step in the selection process, to reject any and all responses submitted, and to accept or reject any developer for entry into exclusive negotiations, a personal services contract, and/or agreement.

Insurance Requirements
PARISH OF ASCENSION

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis: Combined Single Limits of \$1,000,000 Each Occurrence.
- B. Business Auto Policy Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$500,000
- C. Workers Compensation Insurance - Employer's Liability Coverage shall be at least \$500,000.00 per occurrence.
- D. The Parish of Ascension must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: Parish of Ascension, Attn: Purchasing Division, Post Office 1659, Gonzales, Louisiana 70707.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents in your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this ____ day of _____, 2016,

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 _____.
- C. There will be absolutely no fees or charges paid to Provider to cover 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 each case, the work is initiated only upon receipt of a written work order from the PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

- A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.
- B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on _____. The Parish will have an option to renew for (1) consecutive years after the one (1) year period ends.
- D. This Professional 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. DOCUMENTS

- A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.
- B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.

- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of 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 material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.
 - (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish 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 five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

4. 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. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. 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.
4. 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 shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
 - d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, 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 PROJECT MANAGER.
 - e. Provider agrees to comply with the instructions when submitting invoices.
 - f. 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.
5. 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.
6. 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.

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

5. 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.

6. 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.

7. 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:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
6. 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.

7. 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.

8. **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.

8. 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 professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding Ascension Parish. In the

event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

- C. 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.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. 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.
- G. 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.
- H. 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.

- I. This contract may be amended only by mutual written consent of the respective parties.
- J. 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.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.

9. 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) day 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) day 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) day 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.

10. 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.

11. 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.

12. 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.

13. 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: _____

14. 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

Title: Parish President
Ascension Parish Government
Date: _____

WITNESSES

Title: _____
Date: _____