



PARISH OF ASCENSION

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL/ENGINEERING SERVICES

FOR

FLOOD RECOVERY PROJECTS

Parish Project Number:

FLOOD816

November 17, 2016

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EXHIBITS

- Exhibit A: Certification Statement
- Exhibit B: Draft Contract
- Exhibit C: Non-Collusion Affidavit

1 GENERAL INFORMATION

1.1 Purpose

Ascension Parish owns and operates several building facilities in the Parish. In August 2016, a historic flooding event took place in the region and resulted in damages to several facilities. The facilities include but are not limited to the following buildings:

- Cancer Center (approx. 3,000 s.f.)
- St. Amant Recreational Center (approx. 8,000 s.f.)
- P.J.'s Landing Animal Shelter (approx. 3,000 s.f.)
- ST Amant Park, ballfield electrical systems
- Steven's Park, ball field electrical systems

In addition, 2 fire stations were flooded resulting in significant damage

- St. Amant VFD on Stringer Bridge Road
- St. Amant VFD on Hwy 22

Ascension Parish desires to make repairs to these facilities to restore them to a safe and reliable working condition. Funding sources for these repairs may include FEMA, HUD Community Development Block Grant, and other Federal Agencies. This Request for Qualifications (RFQ) is issued to obtain the services of an Architectural firm to perform assessments to determine flood related damage to the buildings and prepare construction documents for the repair of the damaged facilities, design of new facilities if the existing buildings cannot be repaired economically and to mitigate future damage.

1.2 Scope of Services

The scope of services may include, but are not limited to, the following tasks to be performed by the successful Consultant team:

- Architectural and Engineering (civil/structural, mechanical, electrical) Evaluation of the condition of the damaged facilities including mold/asbestos testing as necessary
- Develop scope of work and Schematic Design for the Repairs/Replacement Facilities
- Develop Design Documents for the Repairs/Replacement Facilities
- Develop Construction Documents for the Repairs/Replacement Facilities
- Provide Basic Services During Construction

1.3 Qualifications / Contract Requirements

The Architect shall have extensive experience in performing damage evaluations, rehabilitation of government facilities and the design of new facilities.

2 ADMINISTRATION INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFQ is tentatively scheduled to begin following conclusion of Parish evaluation, selection & negotiation of a contract. Any contract in effect prior to the expiration date of the contract shall be fulfilled by the consultant.

2.2 RFQ Inquiries

Written questions regarding RFQ requirements or scope of services must be submitted to the RFQ coordinator as listed below:

Rick Webre
Ascension Parish Office of Homeland Security
Gonzales, LA. 707037
225-621-8360
Email rwebre@apgov.us

The Parish will consider written inquiries and requests for clarification of the content of this RFQ received from potential respondents. Written inquiries must be received by the date and time spelled out in the schedule of events. The Parish reserves the right to modify the RFQ should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential respondents will be available by (date given in schedule of events). They will be posted at that time at <http://www.centralauctionhouse.com>. Only the RFQ 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 Definitions / Acronyms

None are necessary

2.4 Schedule of Events

<u>EVENT</u>	<u>DATE & TIME (CST)</u>
Advertise RFQ and mail public announcements	Chief: 11/17, 11/24, 12/01 Advocate: 11/17, 11/24, 12/01 Weekly: 11/17, 11/24, 12/01
Deadline for receipt of written inquiries	Tuesday 11/29/16 @ 12:00 pm
Issue responses to written inquiries	Thursday 12/1/16 @ 4:00 pm
Deadline for receipt of Qualification Packages	Wednesday 12/7/16 @ 4:00 pm
Selection Committee (Tentative)	Thursday, 12/8/16 @ 2:00 pm
Council (Tentative)	Thursday, 12/15/16

Upon receipt of qualification packages, a Selection committee will be formed and hold a public meeting. The top ranked consultant will be forwarded to the Committee with a recommendation for approval. The Committee recommendations will be forwarded to the Parish Council for final approval. The Chief Engineer will negotiate a contract with the selected firm.

3 RESPONSE INFORMATION

3.1 RFQ Addenda

The Parish reserves the right to change the schedule of events or revise any part(s) of the RFQ by issuing an addendum to the RFQ 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/RFQ Cancellation

Issuance of this RFQ 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 qualifications for participating firms submitted and/or cancel this announcement if it is determined to be in the best interest of the Parish.

3.4 Withdrawal of Qualification Statement

A respondent may withdraw a qualification statement that has been submitted at any time up to the date and time of the submission deadline. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFQ Coordinator.

3.5 Subcontracting Information

The Parish shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFQ and Scope. This general requirement notwithstanding, respondents may enter into subcontractor arrangements, however, should acknowledge in their statements total responsibility for the entire contract.

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

Unless provided for in a 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 Qualification Statement

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

3.7 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a submittal identified as such must be clearly marked in the package and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 applicable rules and regulations. Any statements/packages marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.8 Cost of Preparing Qualification Packages

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

3.9 Errors and Omissions in Qualification Statements

The Parish will not be liable for any errors in qualification statements. The Parish reserves the right to make corrections or amendments due to errors identified by the 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 enter into a contract without further discussion of the proposal submitted based on the initial qualification package received. The Parish reserves the right to contract for all or a partial list of services offered in the proposal and/or listed in the RFQ.

The RFQ and Qualification Statement of the selected respondent may become part of any contract initiated by the Parish. The selected respondent will be expected to enter into a contract that is substantially the same as the sample contract included in Exhibit C. In no event may a proposer submit its own standard contract terms and conditions as a response to this RFQ. 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 proposer.

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 cancel the award or begin negotiations with an alternate selection or cancel the RFQ.

3.11 Code of Ethics

Respondents are responsible for determining that there are no conflicts or violations of the Ethics Code if their company is awarded a contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. RFQ from companies that are determined to be in violation shall be disqualified and removed from the eligible prospect list.

4. RESPONSE INSTRUCTIONS

4.1 Response Submission

Firms/individuals who are interested in providing services requested under this RFQ must submit six (6) copies of their submittal containing the information specified in this section. The submittal shall be received in hard copy (printed) version by: ***Ascension Parish Government, Purchasing Department, 615 East Worthy Street, Gonzales, LA 70737*** on or before the date and time spelled out the schedule of events. Central Standard Time on the date specified in the Schedule of Events. Electronic submittals are permitted via <http://www.centralauctionhouse.com>, however six (6) hard copies must still be submitted within 24 hours of the Proposal submission deadline.

Each qualification package 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 qualification package by the time specified. It is solely the responsibility of each respondent to ensure that their package is delivered at the specified place and prior to the deadline for submission. Package(s) received after the deadline will not be considered.

At least one set of the qualification statement shall be labeled "**ORIGINAL**", bolded letters on the front cover, and 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 respondent is a corporation. The copy of the package with original signatures will be retained and used for incorporation in any contract that may result from this RFQ.

4.2 Certification Statement

The proposer must sign and submit the Certification Statement shown in **Exhibit A**.

5. QUALIFICATION SUBMISSION FORMAT

Responses should provide a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Responses should be submitted in letter size (8-1/2"x11") format with a type font of Times New Roman or similar and font size of 12 points or larger.

The following project title shall be used for this submittal "**Architectural/Engineering Services for Flood Recovery Projects**". Project Number assigned is: **FLOOD816**

5.1 Specialized Knowledge

Preference will be given to firms with a demonstrated track record of successful completed specific items outlined in the scope. The amount of data detail, the time frame in which the work can be done will also be considered and factored in while grading the specialized knowledge.

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 RFQ.

6.2 Administrative and Mandatory Screening

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

6.3 Evaluation and Review

Responses will be evaluated based on information provided in the Qualification statement. The Evaluation Team will evaluate and score the responses using the criteria and scoring as listed in the attached Score Card. The highest ranked competitors will be selected and recommended to the Parish Council, subject to negotiations and final agreement on contract terms and amounts.

6.4 Announcement of Contractor

The Parish will notify the successful responder(s) and proceed to finalize a 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 CONSULTANT REQUIREMENTS

7.1 Corporation Requirements

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

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 Louisiana.

7.2 Monthly Invoices

Certified itemized invoices to the Parish for the payment of these services shall be submitted monthly by the Consultant. Each invoice shall be processed through the finance department and contain all justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Parish's operation which are designated confidential by the Parish and made available to the contractor in order to carry out a contract, or which become available to the contractor in carrying out a 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 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.

7.4 Affirmative Action Procurement and Contracting Goals

It is the goal of Ascension Parish, to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

The Parish's success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort.

By signing this bid proposal or Contract, as applicable, the Contractor or Offeror certifies that reasonable good faith efforts have been made to encourage participation of the aforementioned suppliers and subcontractors on this project. Further, the Offeror or Contractor also certifies that the business will retain the documentation of these efforts and provide information to the Parish upon request.

The Successful contractor must comply with the terms and conditions as outlined herein. The Contractor, shall, in the performance of the contract/agreement, make constructive efforts to assist the Parish in complying with best practices in contracting as it relates to meeting affirmative action objectives.

The Successful contractor must adhere to federal regulations 2CFR 200.321 and 24 CFR 85.36E and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

8. TERMS AND CONDITIONS

A. Access to Records

The successful Consultant shall make available for examination by the Parish all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than five (5) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:

1. The successful Consultant agrees to provide the Parish, the FEMA Administrator, HUD, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The successful Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The successful Consultant agrees to provide the FEMA Administrator and HUD or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

B. Amendments

The parties may amend the Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the Parish's governing body.

The Parish may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written Amendment signed by both parties.

C. Assignability/Subcontracting

The successful Consultant shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the Parish. The successful Consultant shall be as fully responsible to the Parish for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the successful Consultant.

The successful Consultant shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

D. Breach/Waiver

The failure of either the successful Consultant or the Parish to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the Parish shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

E. Clean Air Act and the Federal Water Pollution Control Act

The successful Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The successful Consultant will report each violation to the Parish, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The successful Consultant agrees to include these requirements in each subcontract exceeding Twenty Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA or HUD.

F. Commencement of Services

The successful Consultant shall meet with the appropriate Parish staff members to commence the project at such date after the Notice to Proceed has been issued.

G. Compensation

Successful Consultant acknowledges that FEMA and CDBG financial assistance will be used to fund the Agreement only. Successful Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, CDBG policies, procedures, and directives.

1. The total compensation to be paid by the Parish to the successful Consultant under this Agreement shall be outlined in the Agreement. An itemization of services is further defined in the Agreement.

2. The successful Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the successful Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The Parish will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subconsultants services, specified in the Agreement, and identify if the sub-consultant is a Disadvantaged Business Enterprise, to include but not be limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

The successful Consultant shall make subcontracting opportunities available to a broad base of qualified subcontractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

3. The successful Consultant shall, in performance of the Agreement, only use those sub consultants in the Agreement upon which the successful Consultant's proposal was based. Sub consultants substitutions shall only be made upon the Owner's approval. The successful Consultant shall enter into Agreements with those sub consultants, in the same dollar amount upon which the successful Consultant's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the successful Consultant.

H. Compliance with the Agreement/Agreement Work Hours and Safety Standards Act

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such Agreement or any other Federal Agreement with the same prime contractor, or any other federally-assisted Agreement subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

I. Copeland “Anti-Kickback” Act and Davis Bacon Act

The successful Consultant must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as Supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Successful Consultant and Subcontractors on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Successful Consultant or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The Parish will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding \$2,000 and to all related subcontracts (regardless of subcontract size). The Successful Consultant must comply with the 29 C.F.R. 5.5 “Agreement provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

J. Duties upon Termination

At termination of this Agreement, the Successful Consultant shall immediately provide the Parish with all records and data in CAD and PDF format at no cost to the Parish, which were generated, created, or received by the Successful Consultant in performance of the services required by the Agreement or as the Parish may deem necessary to perform the required services by the Parish or the Successful Consultant’s successor. All records shall be free from any proprietary claims or interest. The Successful Consultant agrees to fully cooperate with the Parish and any successor to ensure an effective transition to continuously provide the required services.

K. Equal Employment Opportunity (EEOC)

During the performance of this Agreement, the Successful Consultant agrees as follows:

1. The successful Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The successful Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The successful Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the successful Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

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

4. The successful Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

6. In the event of the successful Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the successful Consultant may be declared ineligible for further Government Agreements or federally assisted construction

Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The successful Consultant will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The successful Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the successful Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the successful Consultant may request the United States to enter into such litigation to protect the interests of the United States.

L. Affirmative Action

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permits, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

M. Non-Discrimination

The successful Consultant will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

N. Subcontracting Goals

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals _____ %
MBE _____ %
WBE _____ %
LSA _____ %

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

O. Ethics

Consultant and any Subconsultant or Subcontractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

1. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

P. Findings Confidential

All of the reports, information, data, records or documents of any kind, prepared or assembled by the successful Consultant under the Agreement are confidential and the successful Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Parish.

In the event that the Parish receives a Freedom of Information Act request to provide confidential or proprietary information of the successful Consultant, the Parish will notify the successful Consultant as soon as practicable of such request.

Q. Indemnification, Hold Harmless and Insurance

1. The Consultant shall provide to the Parish evidence of the following insurance:

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement. Under this policy Ascension Parish Government will be named as additionally insured.

General Liability Insurance - General Liability Insurance in accordance with the current Code of

Ordinances.

- a. Commercial General Liability Insurance: Coverage in an amount not less than 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming Ascension Parish as an additional insured.
- b. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability

a. The successful Consultant shall provide the Parish with a Professional Liability Policy. The policy shall cover the Parish for all sources of liability which would be covered by the latest edition of the standard Professional Liability Coverage Form, as filed for use by Ascension Parish, without the attachment of restrictive endorsements.

b. The minimum Professional Liability Policy limits to be provided by the successful Consultant shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the Professional Liability Policy shall apply only to the Parish and Parish's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

c. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the Parish with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

2. The Consultant shall furnish the Parish with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the Parish prior to the Engineer and any sub-contractor of the Consultant commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. Ascension Parish shall be the Certificate Holder and shall be named as an Additional Insured under General Liability.

3. The Consultant shall hold harmless, defend and indemnify the Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the services or subject matter called for in the Agreement.

P. Independent Successful Consultant/Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Consultant shall at all times remain an independent successful Consultant with respect to the services to be performed under the agreement. The Parish shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

Q. Interest of Successful Consultant

The successful Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of Ascension Parish. The successful Consultant further covenants that in the performance of the Agreement no person having such interest shall be employed.

The successful Consultant is expected to make his/her services available to other entities but agrees to refrain from representing other entities in matters where the position of the Parish conflicts with that of the other entity. The Parish may at its discretion, waive this provision. The successful Consultant has provided a list of all of its clients with whom there may be potential conflicts with the Parish. This list shall be supplemented throughout the duration of the Agreement.

R. Licenses, Permits and Taxes

1. The successful Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

2. The successful Consultant shall be responsible for identifying and providing any applications and supporting documentation to the Parish for any approvals and/or permits required of the Parish in order for the Consultant to perform the services required under the Agreement. The Parish shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

3. The successful Consultant shall answer questions and consult with the Parish and/or appropriate authorities as necessary to assist the Parish's efforts in obtaining required permits/approvals.

4. The successful Consultant shall procure a business license while performing services under the Agreement.

S. Notice

1. Written notice to the Parish shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to:.

2. Written notice to the successful Consultant shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

T. Communication Protocols

1. Parish shall designate a Parish point of contact to coordinate all tasks and invoicing with successful Consultant. Successful Consultant shall not perform any tasks under this Agreement unless directed to do so by the Parish's designated point of contact. Successful Consultant shall submit all invoices to the designated point of contact.

3. Successful Consultant shall direct any questions, inquiries and requests for interviews from the media

to the Parish's Public Relations Department. Successful Consultant shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations function regarding any matter covered by this Agreement without prior written consent of the Parish.

U. Oversight

1. The Parish will maintain oversight to ensure the Successful Consultant performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

2. The successful Consultant shall be responsible for performance of all services required by the Agreement. The successful Consultant does not act as the Parish's agent or employee.

V. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any subcontractor retained by the Consultant and related to the services required by the Agreement shall be the property of the Parish and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by the Agreement.

W. Remedies

The successful Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the successful Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the successful Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Schedule of Completion of Activities

Time is of the essence. The Consultant shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

If a 10-working day delay is foreseen Consultant shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The Parish has the right to extend delivery date if reasons appear, in the sole discretion of the Parish, to be valid. Consultant must keep the Parish advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Parish to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Consultant.

Y. Severability

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

Z. State Law Applicable

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Consultant agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Ascension Parish, State of Louisiana as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The Parish may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

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

AA. Successorship

The agreement shall be binding upon the Consultant and upon its successors and assignees.

BB. Suspension and Debarment

The successful Consultant is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Successful Consultant is required to verify that none of the Engineer(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The successful Consultant must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Agreement is a material representation of fact relied upon by the Parish. If it is later determined that the successful Consultant did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to GOHSEP and Ascension Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The successful Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project.

The successful Consultant further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The successful Consultant shall notify the Parish in accordance with Notice, if your firm or subcontractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Termination of Agreement.

CC. Term of Agreement

The Agreement shall expire, unless terminated earlier as provided for herein and shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The Agreement shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term.

The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

DD. Termination of Agreement

The Parish may terminate the Agreement at any time upon any of the following grounds:

1. Non Appropriation

Failure by the Parish to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

2. Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Parish shall thereupon have the right to terminate the Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the Parish.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Parish for damages sustained by the Parish by virtue of any breach of the Contract by the Consultant and the Parish may withhold any payments to the Consultant until such time as the exact amount of damages due to the Parish from the Consultant is determined.

The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the Parish of such deficiency;

3. Termination for Convenience of the Parish

The Parish may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the Parish, become its property.

The Parish shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

- 4. Force Majeure;
- 5. Upon expiration of the term of this Agreement; and
- 6. By mutual agreement

EE. Use of Recovered Materials

1. The successful Consultant shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the successful Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- a. competitively within a timeframe providing for compliance with the Agreement performance schedule;
- b. meeting Agreement performance requirements; or
- c. at a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

FF. Whole Agreement

The Agreement represents the entire Agreement between the Parish and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the Parish and the Consultant may amend the Agreement.

-----END OF RFQ-----