Request for Proposal
Lamar Dixon Expo Center
Concession Operations
Specifications

The Parish of Ascension hereby issues a Request for Proposal (RFP) in order to identify individuals and/or businesses qualified to operate and manage existing concessions located at Lamar-Dixon Expo Center, 9039 S. St. Landry Avenue, Gonzales, Louisiana 70737. Proposals will be received by the Ascension Parish Government Purchasing Department, 615 E. Worthey Street, Gonzales, Louisiana 70737 (mailing P.O. Box 2392, Gonzales, LA 70707), until 04:00 p.m. local time on December 20, 2016. RFP's received after 04:00 p.m. will not be accepted.

Lamar Dixon Expo Center
Concession Operations

Respondents must have five (5) or more years' experience in managing food and beverage operations for large scale events or event centers. Five (5) copies of the proposal required.

A non-mandatory walk through of the areas will be available from December 12 - 15, 2016 from 10:00 a.m. to 2:00 p.m., contact Kyle Rogers, General Manager (225) 621-1700, krogers@apgov.us. Applicants are strongly encouraged to visit the facility and are urged to obtain and review a copy of this RFP in advance of attending this meeting.

Five (5) copies of the proposal required.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or Request for Proposals if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana.

Ascension Parish Government reserves the right to reject any and all bids for just cause.

CONCESSION SPECIFICATIONS
The Lamar Dixon Expo Center seeks to award concession opportunities that have come available.

Some locations require the vendor to provide self-contained unit(s) for serving customers, which will be referred to as "self-contained locations." The firm(s) selected, based on the written proposal and interview process as the best qualified vendor for the services herein described, will be requested to enter into contract negotiations with the Lamar Dixon Expo Center.

If compensation or other terms cannot be agreed upon with the best qualified proposer, the Lamar Dixon Expo Center may terminate negotiations with that proposer and enter into negotiations with the next most qualified proposer.

The selected vendor shall agree to all of the terms and conditions as set forth in the professional agreement with the Lamar Dixon Expo Center

Concession Permit: The successful proposer(s) shall meet all concession permit requirements and obtain an Ascension Parish Vending License (if applicable). If this requirement is not met, the Lamar Dixon Expo Center will award the contract to the next most qualified proposer. This permit is not required at the time of this application, but will be required if proposer is awarded the contract. Proposer will need to indicate if this permit will need to be obtained.

Prime Vendor: The vendor(s) awarded a contract shall be the operator of the concession being proposed. No subcontractor, consignment or other transfer of concession responsibilities to another party is allowed without the approval of the Lamar Dixon Expo Center.

Intent: The Lamar Dixon Expo Center intent in awarding the concession contract is to provide courteous, efficient service to the public with a maximum monetary return to the Lamar Dixon Expo Center.

Retention of Current Employees: Vendor to retain current Lamar Dixon Expo Center concession staff.

Contract Award: A concession contract shall be awarded to the responsible vendor(s) submitting a proposal which provides the best service to the public, and/or greatest income potential to the Lamar Dixon Expo Center. The term of the contract shall be negotiated, but are generally for one (1) year with the option to renew contract(s) for additional years.

Structure/Cart and Operations: Some concession areas are located within the enclosed Lamar Dixon Expo Center, in which some electrical and water may be available for use. Locations not located within the covered areas or located in remote areas of the Lamar Dixon Expo Center facilities will require a concession/vending cart that shall be fully self-contained. Electricity and water are not available at these locations, **requiring the vendor to be responsible for providing**

their own electricity and water. Power provided by a generator must meet current sound ordinances.

Products for Resale/Merchandise: The vendor shall include products for resale such as: Coffee, soda, sandwiches, candy, and other approved products that are geared to the clientele at the Lamar Dixon Expo Center. Vendors must honor existing contractual agreements the Lamar Dixon Expo Center holds with current vendors, i.e. beverage products. The Lamar Dixon Expo Center shall approve all proposed products in writing.

Billing: Vendors must submit payments on a monthly basis. Checks shall be made payable to the Parish of Ascension dba Lamar Dixon Expo Center. Payments are due on the first day of each month and will be based on an agreed upon percentage of net sales. Payments may be mailed to P.O. Box 2392, Gonzales, Louisiana 70707 or hand-delivered to the Ascension Parish Government Finance Office, 615 E. Worthey Street (Suite 174,) Gonzales, Louisianan 70737.

Limitations: Vendor contracts do not guarantee participation in community or department sponsored events, or activities held within the vendor's designated area. If selected to participate in a community or department sponsored event, vendor is responsible for all fees and stipulations of the named event. Vendor must allow a selected number of "grandfathered events" to retain control of food and beverage operations.

Public Information: Proposals may be considered a public record after the award of the contract. Confidential information will not be accepted on this project without prior written authorization.

Indemnification and Insurance: Vendors shall indemnify and save and hold harmless the Lamar Dixon Expo Center from any and all losses, claims, actions, judgments for damages, including consequential damages, or injury to persons or property and losses and expenses caused or incurred by vendor, its servants, agents, employees, guests, and business invitees, or by failure of the equipment provided by vendor, and not caused by or arising out of the tortuous conduct of the Lamar Dixon Expo Center or its employees. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the; and if the becomes liable for an amount in excess of the insurance limits, herein provided, vendor covenants and agrees to indemnify and save and hold harmless the Lamar Dixon Expo Center from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide the Lamar Dixon Expo Center with a Certificate of Insurance or other proof of insurance **naming the Parish of Ascension dba Lamar Dixon Expo Center as an additional insured** and evidencing vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Lamar Dixon Expo Center. Additionally, vendor shall maintain, and specifically agrees that it will maintain, throughout the term of the agreement, product liability insurance. This is not required at the time of application, but will be required if proposer is awarded the contract. Application needs to indicate if insurance is current or needs to be obtained. Additionally, the vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be

engaged in work on the project under this agreement (including self). In case any such work is sublet, the vendor shall require that subcontractor to provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner. This is not required at the time of application, but will be required if proposer is awarded the contract. Application needs to indicate if workers compensation is current or needs to be obtained.

CLARIFICATION/PROTEST/CHALLENGE PROCESS

Clarification and/or Protest of Bid Requirements, Standards, Specifications, or Process: Any Vendor who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to the Ascension Parish Government, Purchasing Department, P.O. Box 2392 Gonzales, Louisiana 70707 to be received no later than three (3) working days prior to proposal opening. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, vendor shall describe the location of protested portion or clause in the proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the project Manager may deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest. Clarification and/or Protest of Contractor Selection or Contract Award: Any actual or prospective proposer who is aggrieved in connection with the selection of a firm or award of the contract or proposal may submit a protest to the Purchasing Agent. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Vendor selection or contract award is erroneous. Any protest addressed to the Ascension Parish Government or Lamar Dixon Expo Center will be referred to the Purchasing Director.
THE LAMAR DIXON EXPO CENTER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE LAMAR DIXON EXPO CENTETR.

The Lamar Dixon Expo Center will not fix or replace any equipment due to failure.

NOTE: Only the top rated proposers will be invited for the interview process. Samples which accurately reflect the food type and quality may be required at the interview.

We appreciate your interest in applying to provide concessions at the Lamar Dixon Expo Center, and realize that submitting an RFP may be a costly and time consuming effort. Please be assured your application shall be given every consideration by the Lamar Dixon Expo Center. However, **only complete applications shall be reviewed.** So please be thorough in your responses.

Name of Business:
Address:

The contract will contain a "Non-Appropriation" clause, allowing the Lamar Dixon Expo Center to cancel the agreement should the Lamar Dixon Expo Center fail to receive adequate appropriations to continue the agreement.

PROPOSAL QUESTIONAIRRE

The following questions and specifications will help the Lamar Dixon Expo Center determine the most qualified vendor to provide services the Lamar Dixon Expo Center desires to contract for. It is the intent of the Lamar Dixon Expo Center to evaluate the responses to this RFP based on cost, the ability and willingness to provide equipment and services, and the reliability of the vendor. Please include any additional information you feel will assist the Lamar Dixon Expo Center in fairly evaluating your company's services. The vendors selected may be interviewed in order for the Lamar Dixon Expo Center to select the best qualified candidate. Attach additional pages if needed.

1. **What services will you as a vendor provide?**

_____

_____

_____

_____

2. **Number of Staff:** _____
3. **Season of Operation:** _____
4. **Days of the Week Open:** _____
5. **Hours:** _____
6. **Experience in Managing Comparably Sized Operations** (please describe your experience in this area):

_____

_____

_____

_____

7. **Product and Price Schedule:** List all proposed products and prices you anticipate charging customers for the season. Include products such as coffee and espresso beverages, snacks, sandwiches, snow cones or ice cream novelties.

_____

_____

_____

_____

Menu attached (required)? ☐ Yes ☐ No

8. **Equipment** (equipment listed above per site will be included as part of this rental agreement/if self-contained unit, please indicate type and dimensions of equipment to be used):

_____

_____

_____

_____

9. **Backup/Inventory Policy:** What is your company's policy regarding providing backup equipment, should the equipment in use fail?

10. **Financial Responsibility/Soundness:** All proposals shall submit a financial statement, a current credit report and/or a most current tax return. Proposals which do not comply with this requirement may be found non-responsive and disqualified from further consideration.

11. **References:** Please include 3 References.

Name Address Phone Number

12. **Additional Vendor Comments/Information:** Include any additional information that you feel can add additional value to the Lamar Dixon Expo Center, or you wish to be considered in awarding the RFP.

13. Vendor agrees to use all products currently under contract with the Lamar Dixon Expo Center (i.e. beverage products). ☐ Yes ☐ No

13. Respondents must have five (5) or more years' experience in managing food and beverage operations for large scale events or event centers. ☐ Yes ☐ No

14. **Vendor License (Check one).**

15. **Insurance (Check One).**

16. **Licensing Fee Proposal(s)**

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) days notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) days notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.

H. There is a right to cancel by the Parish by giving thirty (30) days notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.

I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

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

_____

_____

WITNESSES

_____

_____

_____

Title: Parish President
Ascension Parish Government
Date: _____

_____

Title: _____

Date: _____

DRAFT

Ascension Parish Non Engineering Selection Committee
Score Card: RFP Lamar Dixon Expo Center Concessions

Firm Name _____

Score Card Factors	Weight	Points
Qualifications and Experience •Primary focus should be on project specific experience and resources. Consideration should be given to prime consultants experience and other team members.	0-25pts	_____
Key Personnel Qualifications and Experience • Emphasis should be placed on key personnel to assess experience with similar projects and requirements of the Scope of Work. Emphasis should be placed on project managers and project engineers/architects.	0-20pts	_____
Project Experience •Consideration should be given to firms/teams that can show experience with the user agencies (Parish,State,Federal) local criteria, codes, policies, procedures and standards to successfully facilitate project completion.	0-10pts	_____
Proposal Understanding •Firms/Teams should demonstrate a clear understanding of the project scope. The past work experience for both the firm and personnel should reflect past experience with the project scope.	0-5pts	_____
Compatibility (firm size versus project size) •Consideration for the size of the firm and key personnel must be considered relative to the size of the project. Must be evaluated concurrently with the firm's current workload.	0-5pts	_____
Current Work Load •Number and size of projects currently under contract must be considered in relation to the size of the project. •Qualified firms that have not been awarded an Ascension Parish contract within the last 3 years should be given priority consideration	0-5pts	_____
Firm Location (Where work is to be Performed) •Qualified firms that maintain an office within 30 miles of Gonzales, and adequately staffed to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms.	0-5pts	_____
Past Performance •Evaluation should be based on past performance, special capabilities to accomplish work coordination and cooperation with the user agency and others, ability to meet deadlines and quality of work.	0-10pts	_____
Special Conditions/Requirements Specified in RFP/RFQ •Special project considerations may be included in the RFP/RFQ. These special requirements and project considerations must be clearly spelled out in the RFP/RFQ	0-5pts	_____
Oral Presentations	0-10pts	_____
	Total	_____

_____
Committee Member Signature Date

Oral Presentation (possible 10 points if applicable)

When specified, Oral Presentations shall provide committee members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms submittal. After the Oral Presentation, each member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.