NOTICE OF REQUEST FOR PROPOSALS

St. Tammany Parish is seeking responses for the following project:

RFP# 460-00-15-16-3 – STP Community Needs Assessment 2016

Responses will be received by the Department of Procurement, until 2:00 p.m. CST Thursday, January 14, 2016. RFP responses will be opened publicly at the physical location as stated in Section 1.4 of the RFP documents and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

This contract is partially funded the ST. Tammany Parish Community Development Block Grant Entitlement program. All CDBG requirements for professional service contracts will be enforced.

This project is partially funded through Community Service Block Grant (CSBG). Department of Health and Human Services, Community Action Agency is an Equal Opportunity-Affirmative Action Employer- Equal Housing Opportunity-Handicap Accessible. Auxiliary Aids and Service are available upon request to individuals with disabilities, TTY 1-800-846-5277.

The outside of the envelope, box or package must be marked with the Proposal Name, RFP #, Project # (if applicable), and Proposal Opening Date. Proposals without these identification numbers will be subject to disqualification and non-consideration.
The successful Respondent must supply St. Tammany Parish with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Specifications may be obtained from the St. Tammany Parish Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471.

Proposals will be received at the St. Tammany Parish Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department
REQUEST FOR PROPOSAL

ST. TAMMANY PARISH GOVERNMENT

STP COMMUNITY NEEDS ASSESSMENT 2016

2015

RFP Number: 460-00-15-16-3

Project Number: 2015-SOCS -P-3855

Proposal Opening Date: Thursday, January 14, 2016

Proposal Opening Time: 2:00pm

December 8, 2015
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Revised 9/29/2014
REQUEST FOR PROPOSAL
FOR
STP Community Needs Assessment 2016

PART I: OVERVIEW

1.1 Background/Purpose

The St. Tammany Parish Government, Department of Health and Human Services (DHHS) is seeking a consulting firm to conduct a parish-wide community needs assessment (CNA) focused on the needs of youth, veteran, workforce, special needs, senior, low-income and homeless residents.

The mission of St. Tammany Parish Governments DHHS is to improve quality of life for St. Tammany Parish residents by supporting comprehensive social services and public health programs that empower families, foster self-sufficiency and positively transform the lives of people in our community.

This RFP has been developed with the input of a wide array of stakeholders representing the interests of the Parish as well as the various interests of the target population. Recent stakeholder meetings have identified the following as priority needs: affordable housing, supportive and transitional housing, homeless shelters and services, veteran’s services, services and accommodations for youth aging out of foster care, and access to transportation.

St. Tammany Parish is the 5th largest parish in Louisiana and one of the fastest-growing parishes in the state. Home to 245,829 residents (2014 estimate), St. Tammany Parish is anchored by 3 metro areas: Mandeville, Covington and Slidell. St. Tammany has an educated and skilled workforce relative to the rest of the state, as well as many veterans and a growing population of seniors.

Though primarily residential, the parish’s growing economy is largely comprised of the retail, service and health care industries. The parish’s largest employers by sector are legal services; accounting and bookkeeping; and architecture, engineering and related services. The parish’s largest employers are the public school system and St. Tammany Parish Hospital. Continued growth is being driven by relatively low business costs, development opportunities, and convenient access to major thoroughfares and other modes of transport, including ports, railways, and airports.

Often recognized for its high-performing public school system, beautiful natural settings, quality recreational facilities, low crime rates and variety of housing and neighborhood choices, the parish offers a high quality of life to many and attracts a large number of affluent residents. However, the perception of St. Tammany Parish as a wealthy parish oftentimes overshadows awareness of the urgent needs of less fortunate residents. There are a significant number of individuals and families whose basic needs are not being met and who do not have access to adequate housing or the additional services they may need. The parish is facing rising rental costs, a lack of homeless shelters, a very limited supply of transitional and supportive housing, and has no fixed route transit system.

The purpose of the CNA is to provide baseline data and analysis that St. Tammany Parish Government, DHHS, along with its community and non-profit partners, can use to establish priorities, set goals, develop a concerted housing and community services strategy, and secure and allocate funding. The CNA will serve to support data-driven decision making, engage key partners, identify residents’ perceptions and priorities, and help the public better understand the challenges and opportunities
associated with the mission to ensure that all residents have access to adequate housing, economic opportunity and the services they need.

The goal of the CNA is to provide both qualitative and quantitative data and analysis that can be used by the St. Tammany Parish Government, Community Development and Community Service Block Grant programs, and partners to develop effective, targeted strategies for addressing the needs for housing and services among workforce, low-income families and individuals, veterans, homeless persons, people with disabilities, youth aging out of foster care, and seniors. For the parish as a whole and each of the three designated sub-geographies, the CNA should determine how many and what type of housing units and services are required to meet the needs of these target populations.

The St. Tammany Parish Government, DHHS is seeking an innovative approach to the assessment, one that is capable of capturing in-depth information about resident perceptions; providing data that goes above and beyond what is readily available via Census and American Community Survey sources; identifying gaps and challenges, as well as strengths and opportunities; and setting forth a level of analysis that will strengthen existing efforts and lay the groundwork for new or enhanced approaches to provision of housing and other community services. While the focus of the CNA is on housing stock and services for underserved and high-needs populations, the consultant should take a holistic view of the issues, recognizing the array of infrastructure and services that impact the target populations.

Submittal of a proposal does not create any right or expectation to a contract with the Parish.

1.2 Definitions

A. Shall - The term “shall” denotes mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should - The term “should” denotes a desirable action.

E. Provider - A Proposer who contracts with the Parish.

F. Parish - St. Tammany Parish Government.

G. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

H. RFP - Request for Proposal.

I. Proposer - Person or entity responding to this RFP.

J. Agreement - A contract between the Provider and the Parish.

K. Evaluation Committee - Committee established for the purposes of evaluating proposals submitted in response to this RFP.
1.3 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time (CT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Available</td>
<td>December 17, 2015</td>
<td>8:00am</td>
</tr>
<tr>
<td>2. Pre-Proposal Conference -Omitted</td>
<td>Omitted</td>
<td></td>
</tr>
<tr>
<td>3. Deadline to receive written inquiries</td>
<td>January 5, 2016</td>
<td>2:00pm</td>
</tr>
<tr>
<td>4. Deadline to answer written inquiries</td>
<td>January 11, 2016</td>
<td>2:00pm</td>
</tr>
<tr>
<td>5. Proposal Opening Date</td>
<td>January 14, 2016</td>
<td>2:00pm</td>
</tr>
<tr>
<td>(Deadline for submitting proposals)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Oral discussions with proposers, if applicable</td>
<td>To be scheduled</td>
<td></td>
</tr>
<tr>
<td>7. Notice of Intent to Award to be mailed</td>
<td>To be scheduled</td>
<td></td>
</tr>
<tr>
<td>8. Contract Initiation</td>
<td>To be scheduled</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in printed and PDF form from St. Tammany Parish Procurement Department, 21454 Koop Drive, Suite 2F, Mandeville, Louisiana 70471.

It is the Proposer’s responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer’s failure to download any addenda documents required to complete an RFP.

All proposals shall be received by the Procurement Department **no later than the date and time shown in the Schedule of Events.**

**Important:** Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: Community Needs Assessment 2016
- RFP #: 460-00-15-16-3
- Project #: 2015-SOCS -P-3855
- Proposal Opening Date: Thursday, January 14, 2016

Proposals may be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Procurement Department
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471
Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. **Cover Letter:** The cover letter should exhibit the Proposer’s understanding and approach to the project. It should contain a summary of Proposer’s ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish’s request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**

The cover letter should also

1. Identify the submitting Proposer and provide its federal tax identification number;

2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer shall specifically provide a description of all relevant consulting assignments similar to the Project requested herein which have been completed by the Proposer within the last three (3) years (“Recent Projects”). The description of any such Recent Projects shall include:
   1. Name of the client;
   2. Year of the assignment and length of time to complete the project;
   3. Nature of the services rendered; and
   4. Professionals assigned to the project who are also proposed to serve on this assignment.

D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.

E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc. and should include all items contemplated in the Scope of Work, Section 2.1.

G. **Financial Proposal:** Proposer’s fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.

H. **References:** Proposer shall provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.

I. **Customer Service:** Each Proposer shall submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

J. **Resumes:** Each Proposer shall submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of sub providers, if any.

K. **Financial Stability Statement:** Each Proposer shall submit information demonstrating the Proposer’s financial stability (financial statements, annual reports, or similar data for the last three years).

L. **Additional Information:** Each Proposer shall submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
M. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment “C” hereto).

N. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 5.2).

**PART II: SCOPE OF WORK/SERVICES**

**2.1 Scope of Work/Services**

The Provider will be responsible for coordination, creation and submission of a fully completed Community Needs Assessment document that meets, at minimum, the criteria described in the following.

The Provider should propose a methodology that reflects a creative approach that goes above and beyond data collection from standard sources such as the U.S. Census and American Community Survey. The proposed methodology should include both quantitative and qualitative strategies; review of past studies and previous assessments; and robust community input and other strategies for adding critical context to statistical data and providing recommendations that are well-suited to the realities of the Parish’s resources, culture, and political and economic environment.

Provider should provide a work plan delivery schedule organized by task numbers and descriptions, conveying how the Provider will complete each element listed in this RFP. Work described should not exceed **180 Calendar Days**. Any additions or deletions from the scope should be explained. Provider must remain in compliance with all applicable requirements of the granting agency including, but not limited to, those attached in Attachment “G”.

The Community Needs Assessment and final report should include but may not be limited to the following:

1. **Kick-Off Meeting** - Selected consultant team will meet with St. Tammany Parish Government, Department of DHHS team to better define results being sought, review and finalize work plan, establish lines of communication and schedule interim updates.

2. **Assessment Area Description** - The Assessment Area Description should define and illustrate the general boundaries and characteristics of the assessment area as well as the boundaries and general characteristics of the three urban regions and the surrounding areas, defined as the following 3 sub-geographies: East side of the Parish (Slidell and Pearl River area); West side of the Parish (Mandeville, Madisonville, and Covington area); and the Central/North area of the Parish (Lacombe, Bush, Folsom area).

   The Assessment Area Description should provide a high-level overview of availability (via multiple modes, including internet) of medical and mental health services, public transportation, community centers, social services, veterans services, child care, shopping and retail services, employment and housing services, educational and training facilities, disaster risk profile and disaster response/ resiliency capacity.

3. **Demographic Profile, Projections and Analysis** - The demographic profile and projections of the assessment area and each of the three designated sub-geographies should cover, at minimum:
- Population indexed by age, sex, race, income, employment status, disability/special needs status
- Total number of households indexed by age, tenure, income, and average household size
- Number of senior households
- Number of veterans, indexed by age, employment status and disability status
- Number of households with children
- Number of renter households indexed by number of persons in household, income, employment status, disability status, age, race, sex, veteran status and relation
- Number of owner-occupied households indexed by number of persons in household, income, employment status, disability status, age, race, sex, veteran status and relation
- Unemployment statistics
- Length of commute and mode of transport
- Number of homeless indexed by individual or family status, youth status, disability status, and veteran status

The above findings should be both charted and mapped, in a format determined to be most useful for the client. The analysis should summarize projected demographic shifts and explain how those shifts will affect homelessness, workforce, and demand for affordable housing and services in St. Tammany Parish as well as each of the three designated sub-geographies.

4. Community Input - Community input should be robust and inclusive, and should reflect the perceptions, priorities and ideas of a variety of stakeholders, service providers and residents regarding the issues of housing, homelessness and the range of services addressed in the CNA. Results should be compiled and summarized for both the parish at large and each of the designated sub-geographies. The community input process should be treated not only as a means by which to receive feedback but also as an opportunity to share information and increase awareness of this set of issues in St. Tammany Parish.

5. Economic Analysis - The economic analysis should provide an overview of the overall parish economy as well as the economies of each of the 3 designated sub-geographies, describing relevant economic trends, projections and drivers in the area, as well as poverty rates, employment clusters, educational attainment statistics, available workforce, employment rates, commuting patterns and basic needs trends (i.e. housing, food, child care, health costs, transportation). The analysis should also include what constitutes a living wage in the parish for both individuals and families. The analysis should describe how those trends are anticipated to affect homelessness, the current and future stock of affordable housing, development patterns and resident housing needs, as well as availability of related services, including transit and transportation. The analysis should describe the role of affordable housing in a healthy and sustainable economy, and provide evidence and calculations for the overall benefit and return-on-investment of affordable and supportive housing and other social services designed for the target population. Illustrative comparisons such as between the costs, broadly defined, of homelessness and the costs of subsidized housing are desired as well. An analysis of lost revenues associated with large numbers people who are employed in St. Tammany Parish but who reside in neighboring parishes where housing is more affordable is also desired. The analysis should also address the risk of disaster and the role of disaster preparedness and resiliency in the overall economic health of the parish and each of the three designated sub-geographies.

6. Inventory of Existing Housing Stock and Services - The inventory should provide the following for the parish-wide assessment area as well as each of the three sub-geographies:
• A description of the existing stock of all types of affordable housing (including non-
subsidized), as well as supportive and transitional housing and homeless shelters. At
minimum, the description should indicate rental/owner occupied, number of bedrooms,
type of unit (single family, multi family, etc.), condition, location, accessibility and
affordability at 30%, 60%, 80%, 100% and 120% of AMI.
• Location, ownership and characteristics of mobile home developments and analysis of
current and future role of these developments in affordable housing
• A description of the location of housing in relation to transit, jobs and essential services
• Provide number and location of vacant, substandard, overcrowded, or abandoned
buildings or other undesirable living conditions
• Listing, location and accessibility of homeless, affordable, supportive and transitional
housing-related services and transit
• Mapping of the above, in a format determined to be most useful to the client
• A historical overview that quantifies the production and characteristics of new housing
built over the past 3 years, and projected to 2020, and the impact of this production on the
region’s affordable housing needs

7. Projection of Demand - Project demand for the next three-to-five years, based on factors such
as population growth, demographic shifts, economic data and trends, economic climate,
transit accessibility, etc. for all types of affordable and deeply affordable housing units (30%,
60%, 80%, 100%, 120% AMI), supportive and transitional housing, homeless shelters and
related services. Projections should be provided and mapped for the Parish-wide assessment
area as well as for each of the three designated sub-geographies.

8. Gap Analysis and Recommendations - **This is the most important element of this CNA.**
The resulting deliverable should clearly quantify current and projected housing needs at each
level of affordability, including addressing the needs of those living in substandard housing.
Analysis should indicate the type of housing and the populations served, for each of the three
designated geographies and the parish as a whole. Provide and map current and projected
gaps for all types of workforce and affordable (30%, 60%, 80%, 100% and 120% AMI),
supportive, and transitional housing; homeless shelters; and related services for veterans,
seniors, youth, disabled and mentally ill for the parish and the three sub-geographies. The
analysis should establish causality for gaps in supplies and services; describe the existing and
anticipated impacts of these gaps; and make recommendations for prioritizing and addressing
the gaps that are tailored to the specific economic and cultural context of St. Tammany
Parish.

9. Finance and Funding Tools - Provide inventory and description of incentives, financing tools
and other programs being used to assist with development of affordable and transitional
housing, followed by analysis of efficacy and identification of other tools and strategies that
may be useful to meeting the Parish’s needs.

10. Overall/Summary, Recommendations - Final recommendations should be informed by all
quantitative and qualitative data and analysis developed throughout the course of the
assessment and should suggest priorities and phased strategies for addressing those priorities
for both the Parish as a whole and each of the three designated sub-geographies. These
recommendations should also take into account the parish’s disaster risk profile and any
additional measures that should be considered to mitigate risk for the target populations,
assets and services described in this study. Strategies should include proposed partnerships;
communications tactics; identification of personnel and talent requirements; and applicable investment, financing and funding mechanisms.

Recommendations should also reference and provide relevant examples of affordable housing in other markets that reflect innovative approaches and contemporary best practices and demonstrate successful developments that create affordable housing options that are an asset to the surrounding community.

11. Analyses, Conclusions and Summary of all Data Sets - Each data set compiled for the CNA should be accompanied by a narrative explanation and summary, analysis and conclusion.

12. Executive Summary

13. A searchable electronic copy of all data sets used in the report in disaggregated form with complete source citation

14. (1) one original and (4) four hard copies of the full Community Needs Assessment report along with one digital copy

Additional Notes
- Provider should provide comparisons with parish, state and/ or national data as appropriate.
- Provider should provide examples of best practices and reference relevant peer and national models for affordable housing development and service delivery for target populations.
- Final written report should be well organized, easy to navigate and written in clear, accessible language free of excessive jargon.
- Provider should describe and justify any modifications proposed to the scope of work and other expectations described above.

2.2 Period of Agreement

This work is expected to take less than a year. Completion is expected for 180 Calendar Days following the notice to proceed.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President’s signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

Prices proposed by the Proposers shall be firm for the term of the contract.
2.4 Deliverables

Please refer to Section 2.1 for the deliverables required.

2.5 Location

Omitted as not applicable to this RFP.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with the RFP</td>
<td>15</td>
</tr>
<tr>
<td>Understanding of the Project</td>
<td>10</td>
</tr>
<tr>
<td>Approach to the Project</td>
<td>10</td>
</tr>
<tr>
<td>Ability to perform within the stated timeframe</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project</td>
<td>20</td>
</tr>
<tr>
<td>Overall costs and fees to be charged</td>
<td>10</td>
</tr>
<tr>
<td>Proposal quality and references</td>
<td>15</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Provider shall comply with the work plan delivery schedule. Work described should not exceed six (6) months. Any additions or deletions from the scope should be explained.

4.2 Performance Measurement/Evaluation

Provider will be evaluated on its compliance with the work plan schedule and the quality of the final product.
PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer’s confidential data, the Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.
The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

5.3 Proposal Clarifications Prior to Submittal

5.3.1 Pre-proposal Conference

Omitted as not applicable to this RFP.

5.3.2 Proposer Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Procurement Department
Attn: Anthony Smith
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

E-Mail: purchasing@stpgov.org

An addendum will be issued and posted at the Parish website, www.stpgov.org, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer’s responsibility to check the Parish website frequently for any possible addenda that may be issued. The
Parish is not responsible for a Proposer’s failure to download any addenda documents required to complete an RFP.

Proposer shall be aware that this RFP is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposers are not provided an opportunity to protest the process or results of this RFP.

5.4 Errors and Omissions in Proposal

The Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Parish or the Proposer. The Parish, at its option, has the right to request clarification or additional information from the Proposer.

5.5 Proposal Guarantee

Omitted as not applicable to this RFP.

5.6 Performance Bond

Omitted as not applicable to this RFP.

5.7 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

5.8 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Procurement Department.

5.9 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the RFP.

5.10 Waiver of Administrative Informalities

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

Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Parish to do so.

5.12 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Parish and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Parish.

5.13 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Proposers or Providers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

5.14 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

5.15 Taxes

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

5.16 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer’s acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

5.17 Prime Provider Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
5.18 Use of Sub Providers

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

If it becomes necessary for the prime Provider to use sub Providers, the Parish urges the prime Provider to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any sub provider used by the prime should be identified to the Parish.

Information required of the prime Provider under the terms of this RFP, is also required for each sub provider and the sub providers must agree to be bound by the terms of the contract. The prime Provider shall assume total responsibility for compliance.

5.19 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

5.20 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

5.21 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made by the Procurement Director to the Parish President and Chief Financial Officer for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.
The committee may reject any or all proposals if none is considered in the best interest of the Parish.

5.22 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.23 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 offers received.

The RFP, including any addenda, and the proposal of the selected Provider will become part of any contract initiated by the Parish.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment “B” of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The Parish intends to award to a single Proposer.

5.24 Acknowledgment and Waiver of Protest Rights

Proposer shall execute an Acknowledgment and Waiver (the “Waiver”) (Attachment “C”) and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver, and understands that the Parish’s obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

5.25 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, the Procurement Department will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Schedule of Events.” If this date is not met, through no fault of the Parish, the Parish may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Proposer.
The Procurement Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the “Notice of Intent to Award” letter has been issued.

5.26 Insurance Requirements

The Provider shall comply with all insurance requirements of the Parish as contained in Attachment “D”. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Provider shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see Attachment “D”). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

5.27 Sub Provider Insurance

The Provider shall include all sub providers as insured’s under its policies or shall insure that all sub providers satisfy the same insurance requirements stated herein for the Provider.

5.28 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Provider shall be fully liable for the actions of its agents, employees, partners or sub providers and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Provider, its agents, employees, partners or sub providers in the performance of the contract, without limitation; provided, however, that the Provider shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish. In connection therewith, the Provider shall execute the Hold Harmless Agreement furnished by the Parish (Attachment “E”). Work may not commence until such Hold Harmless Agreement is executed by the Provider and received by the Parish.

Provider will indemnify, defend and hold the Parish harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Provider: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Provider's sole expense, and (iii) assistance in the defense of any such action at the expense of Provider. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Provider, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Parish shall require.
The Provider shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Parish’s unauthorized modification or alteration of a Product, Material, or Service; (ii) Parish’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Provider; (iii) Parish’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Provider believes that it may be enjoined, Provider shall have the right, at its own expense and sole discretion as the Parish’s exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the Contract.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5.29 Fidelity Bond Requirements

Omitted as not applicable to this RFP.

5.30 Payment

5.30.1 Payment for Services

Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish.

5.31 Termination

5.31.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Provider written notice specifying the Provider’s failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Provider in default and the contract shall terminate on the date specified in such notice.

The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Provider shall give the Parish written notice specifying the Parish’s failure and a reasonable opportunity for the Parish to cure the defect.
5.31.2 Termination of the Contract for Convenience

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Provider of such termination or negotiating with the Provider an effective date.

The Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5.31.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any 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.

5.32 Assignment

The Provider shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Provider from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.33 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.34 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

5.35 Civil Rights Compliance

The Provider agrees to abide by the requirements of the following as applicable: Title VI and Title 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 Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Provider agrees not to discriminate in its employment practices, and will render services under the contract and any 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 the contract.

5.36 Record Retention

The Provider shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

5.37 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Provider to the Parish, at Provider’s expense, at termination or expiration of the contract.

5.38 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Provider's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Provider's Proposal.

5.39 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Parish.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Provider change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

5.40 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Provider or sub provider cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Provider that every reasonable attempt shall be made to assign the personnel listed in the Provider’s proposal.

5.41 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.
5.42 Anti-Kickback Clause

The Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Provider or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.43 Clean Air Act

The Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.44 Energy Policy and Conservation Act

The Provider hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.45 Clean Water Act

The Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.46 Anti-Lobbying and Debarment Act

The Provider will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
ATTACHMENT “A”

INTENTIONALLY OMITTED
Be it known, that on this __________ day of ____________________, 2012, the Parish of St. Tammany, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for Professional Services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:
«txtScopeSummary»

2. DOCUMENTS

A. The Provider shall furnish sufficient sets of plans, specifications and Contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.

C. The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish 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. The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish 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 Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
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, upon request, 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 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, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.

3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.

4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:

   a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

   b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. 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 protections afforded it as per La. Revised Statute R.S. 38:2317.

G. 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.
3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Parish. The Payment Schedule is set forth in Section I, above.

A. IF ON AN HOURLY BASIS:

1) Provider agrees to submit, at the end of each calendar month, a written and 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.). 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 name, classifications, and a detailed description of the work performed.

2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than $0.15 (fifteen cents) per copy for copies less than 11” x 17” and copies larger than 11” x 17” shall be charged on a reasonable basis.

3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.

4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.

   (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.

   (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 the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of $250.00 shall constitute grounds for denial of payment for that expense.
(d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.

(e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.

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 of receipt, 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 in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached 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 required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

C. IF ON OTHER BASIS
If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.
4. NON-ASSIGNABILITY

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

5. BUDGET LIMITATION

A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.

B. It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider’s method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider’s qualifications and experience.

C. The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. NOTICE TO PROCEED

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to
undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider’s receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

7. INSURANCE

The Provider shall secure and maintain at its expense such insurance as may be required by the attached “Insurance Requirements”. It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

8. OTHER TERMS AND CONDITIONS

A. 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 St. Tammany.

B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish’s right to recover from Provider any damages for its errors and omissions.

C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or
judgments for sums of money, and fines or penalties asserted by any party, firm or
group of persons, organization for loss of life, injury or damages to persons or property, growing out of,
resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents,
servants or employees, and subcontractors, as well as any and all costs, expenses and/or
attorney fees incurred as a result of any claims, demands, and/or causes of actions that
arise while engaged in connection with the services required to be performed by the
Provider under this Contract. Provider further agrees to pay all reasonable expenses and
attorneys’ fees incurred by the Parish in establishing the right to indemnity pursuant to
the provisions in this Contract.

D. This Contract shall be binding upon the successors and assigns for the Parties hereto.

E. This Contract represents the entire Contract between Parish and Provider.

F. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall
be interpreted in its entirety in accordance with the laws of said State. The Provider
hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over
its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits,
claims, disputes, and other matters in question between the Parties to this Contract or any
breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany,
State of Louisiana. It is also understood and agreed that the laws and ordinances of St.
Tammany 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, or fees incurred by the Parish in establishing the
right to indemnity pursuant to the provisions in this Contract.

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 of such right or remedy.

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”, “Director” and "Parish" and "the Parish of St. Tammany" 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 be 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 as would a reasonably-related Provider in St. Tammany Parish.

S. Provider agrees to perform all services in a workmanlike and professional manner. 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.

9. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

1) By mutual agreement and consent of the Parties hereto;

2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;

3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;

4) By the Parish with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the Parish;

5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of
work actually completed, depending on the type of compensation previously established under this Contract.
Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider’s personal and administrative files.

B. Cancellation
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 paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension
Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days notice. The Parish will also supply Provider thirty (30) days notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

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

F. As to the filing of voluntary or involuntary bankruptcy 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. TERM OF CONTRACT

A. The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.

B. This Professional Services Contract shall terminate as follows:

1) As per the terms and conditions of Paragraph 9 hereinabove, or;
2) As per operation of law, or;
3) As agreement between the Parties, or;
4) Upon the satisfactory completion of all services and obligations described herein, or;
5) As per the Parish Charter, under Section 5-06(B).

12. 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.

13. 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 (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and 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 tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's
treatment of Provider as independent contractor. 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.

C. Provider acknowledges Exclusions of Workmen’s Compensation and/or Unemployment Coverage.

14. 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 St. Tammany:**
Office of the Parish President
P.O. Box 628
Covington, La. 70434
(985) 898-2700

**Provider:**
«txtREQCompanyName»
«txtREQAddress»
«txtREQCity», «txtREQState» «txtREQZip»

15. RECORDATION OF CONTRACT

Provider authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Provider and Parish is hereby authorized to deduct all related costs from any proceeds due to the Provider.

16. 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, partnership, etc. The undersigned Parties warrant and represent that they each have the
respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in Three (3) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

Date

Print Name
WITNESSES:

ST. TAMMANY PARISH GOVERNMENT:

Signature

Print Name

Signature

Print Name

Patricia P. Brister
Parish President

Date

APPROVED BY:

Kelly M. Rabalais
Executive Counsel to Parish President

Date
Attachment C
ACKNOWLEDGMENT AND WAIVER

__________________________________ (“Proposer”) hereby acknowledges that it has received Request for Proposal No. ________________ (“RFP”), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this __________ day of ___________________, 201__.

WITNESSES:      ___________________________________ __

Proposer

By:______________________________

(Signature of Authorized Representative)

Printed Name: ___________________________

Title: _______________________________

Printed Name: ________________________

Printed Name: ___________________________

Printed Name: ________________________

STATE OF _______________________________
PARISH/COUNTY OF _____________________
SWORN TO and subscribed before me, Notary, on this _____ day of _________________, 201__.

______________________________
NOTARY PUBLIC
My Commission Expires: ________________
**INSURANCE REQUIREMENTS**
Professional Services Project: STP Community Needs Assessment 2016

***IMPORTANT – PLEASE READ***
Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the “Parish”) from claims for bodily injury, death or property damage as well as from claims under the Workers’ Compensation Acts 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, in writing, on all of the required coverage. Where possible, all policies and notices should name the Provider and the Parish. The Provider shall make its policies available for review and examination by The Parish as may be reasonably requested.

B. All policies must provide for and certificates of insurance must indicate the following:

1. **Waiver of Subrogation:** The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.

2. **Additional Insured:** St. Tammany Parish Government shall be named as additional named insured with respect to general liability, automobile liability and excess liability coverages as well as marine liability, pollution/environmental liability, when coverages are required or necessary. Policy endorsements required.

3. **Payment of Premiums:** The insurance companies issuing the policy or policies shall have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.

4. **Deductibles:** Any and all deductibles and/or self-insured retentions in the described insurance policies shall be assumed by and be at the sole risk of the Provider and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding $100,000 must be approved through the St. Tammany Parish Office of Risk Management. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions: however, the Parish assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The Parish shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding $100,000 as it deems appropriate.

5. **Project Reference:** The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).

C. Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to St. Tammany Parish Government 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 A-, Category VII.

The insurance coverages checked (✔) below are those required for this Contract. Provider shall secure and present proof of such insurances on the form or forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages checked below, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect it, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.
1. **Commercial General Liability** insurance with a Combined Single Limit for bodily injury and property damage of at least $1,000,000 per Occurrence/$2,000,000 General Aggregate/Products-Completed Operations. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
   a) Premises - operations;
   b) Broad form contractual liability;
   c) Products and completed operations;
   d) Personal Injury;
   e) Broad form property damage.

2. **Marine Liability/Protection and Indemnity** insurance is required for any and all vessel and/or marine operations in the minimum limits of $1,000,000 per occurrence/ $2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.

3. **Business Automobile Liability** insurance – Business Automobile Liability Insurance shall be maintained with a Combined Single Limit of $1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
   a) Any automobiles*; or
   b) Owned automobiles*; and
   c) Hired automobiles;
   d) Non-owned automobiles;
   e) Uninsured motorist.

   *If vendor company has no owned autos, hired and non-owned coverage may be acceptable. At any time a personal vehicle is used in connection with the services provided herein minimum limits shall be $100,000/$300,000/$100,000 for a policy with separate limits.

4. **Workers’ Compensation/Employers Liability** insurance: workers’ compensation coverage as required by State law; employers’ liability limits shall be a minimum of $500,000 each accident, $500,000 each disease, $500,000 disease policy aggregate except when water activities are expected to be performed in connection with this project limits shall be a minimum of $1,000,000 each accident, $1,000,000 each disease, $1,000,000 disease policy aggregate include coverage for exposures under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL). **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.**

5. **Pollution Liability and Environmental Liability** Insurance in the minimum amount of $1,000,000 per occurrence $2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor’s operations.

   If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of contractor services in relation to the Work and the policy will offer an extended discovery clause of at least three years.

   If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after the work is accepted as complete by the property owner or this contract is terminated.

6. **Professional Liability** (errors and omissions) insurance in the minimum limit of One Million Dollars ($1,000,000) per claim Two Million Dollars ($2,000,000) annual aggregate and preferably written on an occurrence basis. A claims-made form may be acceptable by the Parish under the following conditions: 1) the retroactive date must be placed prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND 2) certification is provided that the liability policy contains an Extended Reporting Period “tail” providing continuation of coverage for at least twenty-four (24) months following the completion of Contractor’s services/work.
D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish 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 as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish 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.

E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, 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.

F. Provider shall maintain a current copy of all annual insurance policies and agrees provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual and renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and subcontractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.

H. Certificates of Insurance shall be issued as follows:

St. Tammany Parish Government  
Attn: Risk Management  
P O Box 628  
Covington, LA 70434

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

*NOTICE:* St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

For inquiries regarding insurance requirements, please contact:

St. Tammany Parish Government  
Office of Risk Management  
P O Box 628  
Covington, LA 70434  
Telephone: 985-898-2797  
Fax: 985-898-3070  
Email: riskman@stpgov.org
HOLD HARMLESS AGREEMENT

______________________________ (Consultant/Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

______________________________ (Consultant/Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _______________, 2015.

WITNESSES:

______________________________

(Name of Consultant/Contractor)

______________________________

(Signature of Authorized Officer)

Printed Name: _____________________

Printed Name: _____________________

Title: _____________

STATE OF _______________________

PARISH/COUNTY OF ______________

SWORN TO and subscribed before me, Notary, on this ____ day of ___________, 2015.

________________________________

NOTARY PUBLIC

My Commission Expires: _____________________

Please complete the following:
Claims contact for this project will be:

______________________________

(Print name and title of Contact Person)

______________________________

Address

______________________________

Email address

Telephone# ___________________ Cell # ___________________ Fax # ___________________
### Attachment F
#### Sample Scoring Matrix
RFP # 460-00-15-16-3
STP Community Needs Assessment 2016

<table>
<thead>
<tr>
<th>Vendor/Business Name</th>
<th>Evaluator’s Name</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>CRITERIA</th>
<th>POSSIBLE POINTS</th>
<th>ASSIGNED POINTS</th>
<th>COMMENTS</th>
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</thead>
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<tr>
<td>Compliance with the RFP</td>
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<td></td>
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<tr>
<td>Understanding of the Project</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Approach to the Project</td>
<td>10pts</td>
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<td></td>
</tr>
<tr>
<td>Ability to perform within the stated timeframe</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects</td>
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<td></td>
</tr>
<tr>
<td>Overall costs and fees to be charged</td>
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<td></td>
</tr>
<tr>
<td>Proposal quality and references</td>
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</table>

**Vendor Total** 100pts

Signature of Evaluator: ____________________________

Date: ____________________________
1. Equal Employment Opportunity


2. Copeland Anti-Kickback Act

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

3. Davis Bacon and Related Acts

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

4. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

5. Rights to Inventions, Copyrights, and Rights in Data

The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data.

6. Records Access and Retention

The Contractor agrees to grant access by Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

7. Debarment and Suspension

The Contractor is prohibited from awarding any subcontract expected to equal or exceed $25,000 to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at [www.epls.gov](http://www.epls.gov).

8. Energy and Environmental Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy.
Attachment G


9. Reporting

The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

10. Clean Air and Water Acts

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). These regulations are herein incorporated by reference in this contract.

11. Legal Remedies

Contracts must include administrative, contractual, and legal remedies for use in cases in which contractors violate or breach contract terms. The contract must also make clear the remedial actions which you may take.

12. Termination

Contracts in excess of $10,000 must explain the conditions under which you may terminate them for cause or for your convenience, including the process for bringing about the termination and the basis for settlement.