

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR

Capital Improvement Program Management Services



Solicitation No: 214
RFP Issue Date: June 22, 2022

Proposal Opening Date: Thursday, July 21, 2022
Proposal Opening Time: 11:00 A.M. CT

BREC
Recreation and Park Commission
for the Parish of East Baton Rouge
6201 Florida Boulevard
Baton Rouge, LA 70806

Project Management Team:
BREC Planning & Engineering Department

Version (6/22/2022)

NOTE TO PROPOSERS:

- Submit your original and required copies of the Request for Proposal as outlined within this document, with all required information as your Proposal.
- Retain a copy of your Request for Proposal Response, and a complete copy of this RFP, for your records.

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

- 1.1 Statement of Purpose1
- 1.2 Background1
- 1.3 Project Goals and Objectives1
- 1.4 Definitions1
- 1.5 Schedule of Events2
- 1.6 Procedures for Submission2
- 1.7 Submittal Format3
- 1.8 Procedures for Questions/Clarifications Prior to Submittal5
- 1.9 Confidential Information, Trade Secrets, and Proprietary Information6
- 1.10 Errors and Omissions in Proposal7
- 1.11 Proposal Guarantee (not required)7
- 1.12 Performance Bond (not required)7
- 1.13 Changes, Addenda, Withdrawals7
- 1.14 Material in the RFP8
- 1.15 Waiver of Administrative Informalities8
- 1.16 Proposal Rejection8
- 1.17 Ownership of Proposal8
- 1.18 Cost of Offer Preparation8
- 1.19 Non-negotiable Contract Terms8
- 1.20 Taxes8
- 1.21 Proposal Validity8
- 1.22 Prime Consultant Responsibilities9
- 1.23 Corporation Requirements9
- 1.24 Use of Subconsultants9
- 1.25 Written or Oral Discussions/Presentations10
- 1.26 Acceptance of Proposal Content10
- 1.27 Evaluation and Selection10
(see Part III EVALUATION).....20
- 1.28 Contract Negotiations10
- 1.29 Contract Award and Execution10
- 1.30 Notice of Intent to Award11
- 1.31 Debriefings11
- 1.32 Insurance Requirements11
- 1.33 Subconsultant Insurance11
- 1.34 Indemnification11
- 1.35 Fidelity Bond Requirements (not required)12
- 1.36 Payment for Services12
- 1.37 Termination12
 - 1.37.1 Termination of this Agreement for Cause12
 - 1.37.2 Termination of this Agreement for Convenience12
 - 1.37.3 Termination for Lack of Appropriated Funds12
- 1.38 Assignment13

1.39	No Guarantee of Quantities.....	13
1.40	Audit of Records.....	13
1.41	Civil Rights Compliance	13
1.42	Record Retention	13
1.43	Record Ownership	13
1.44	Content of Contract/Order of Precedence	14
1.45	Contract Changes	14
1.46	Substitution of Personnel	14
1.47	Governing Law	14
1.48	Claims or Controversies	14
1.49	Proposer’s Certification of OMB A-133 Compliance.....	15

PART II. SCOPE OF WORK / SERVICES

2.1	Scope of Services	16
2.2	Deliverables.....	16
2.3	Period of Agreement.....	19
2.4	Price Schedule(not applicable)	19
2.5	Location.....	19

PART III. EVALUATION

3.1	Evaluation Criteria	20
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PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements.....	23
-----	-------------------------------	----

PART V. FEDERAL CLAUSES (NOT REQUIRED FOR THIS RFP)

ATTACHMENT A

- Proposal Form.....24
- Proposer’s Organization
- Corporate Resolution.....27

ATTACHMENT B – Information Purposes Only

- Sample Contract
- Sample Affidavit.....33
- Insurance Requirements.....34

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM MANAGEMENT SERVICES

RFP No. 214

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Recreation and Park Commission for the Parish of East Baton Rouge (BREC) governing statutes, ordinances, resolutions and policies from interested and qualified full-service professional program and project management consulting firms with experience in leading multi-discipline teams on large and small scale municipal park projects that include a broad range of park types, facilities, and varying design and construction needs. This multi-disciplinary team (Program Manager) will require the professional services of, but not limited to, project managers, landscape architects, architects, civil engineers, structural engineers, environmental engineers, GIS professionals, and communications professionals for the purpose of assisting BREC Planning and Engineering (P&E) staff in managing current and future park projects

1.2 Background

The BREC P&E Department is responsible for planning, designing, engineering and construction of park and recreation facilities in the most economical, efficient, and effective manner possible, commensurate with the needs of the citizens of East Baton Rouge Parish, and within the funds allotted for such facilities. The P&E Department's role in planning includes all activities to ensure implementation of the park system master plan, the Strategic Plan, including but not limited to, the management of natural resources and conservation areas, site planning and the design of parks and recreation facilities, and implementing multi-use greenways, and the prioritization of planning, designing, and construction of all capital improvement projects. For more detail, see Section 2, Scope of Services.

1.3 Project Goals and Objectives

The goal of the project is to contract with a professional program management multi-disciplinary team (Program Manager) to augment the BREC P&E staff to perform a broad array of capital improvement program and project management functions including, but not limited to, all phases of design, construction document production, environmental services, right-of-way and servitude agreement services, assistance in public engagement, bidding and procurement of capital construction and infrastructure projects, construction administration and inspection, roof inspection, and project closeout. For more detail, see Section 2, Scope of Services.

1.4 Definitions

- a. BREC - Recreation and Parks Commission for the Parish of East Baton Rouge
- b. Consultant - Awarded Proposer on this RFP.
- c. Contract - Refers to the binding document signed and agreed upon by BREC and the successful Proposer concerning this RFP.
- d. Department - Department for whom the Request for Proposal is issued.
- e. Discussions - For the purposes of this RFP presentation, a formal, structured means of

conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

- f. May - The term “may” denotes an advisory or permissible action.
- g. Must - The terms “must” denotes mandatory requirements.
- h. Project Manager – Planning & Engineering Department staff member assigned to oversee the project.
- i. RFP - Request for Proposal
- j. Selection Committee - Individuals assigned to review the proposals and recommend award.
- k. Shall - The term “shall” denotes mandatory requirements.
- l. Should - The term “should” denote desirable.
- m. State - The State of Louisiana.
- n. Team – Project Management Team assigned to work with the selected Consultant throughout the project.
- o. Design Team – Prime Consultant along with all subconsultants

1.5 Schedule of Events

Listed below is the proposed schedule for this process. BREC reserves the right to deviate from these dates. If BREC finds it necessary to alter these dates/times, each Consultant will be notified in writing.

<i>Event</i>	<i>Anticipated Schedule</i>
1. Pre-proposal conference call (non-mandatory)	July 6, 2022; 1:00 P.M. CT.
2. Deadline for Proposers to send written inquiries	July 11, 2022; 11:00 A.M CT.
3. Deadline for BREC answer written inquiries via addenda	July 15, 2022; 11:00 A.M CT.
4. Proposal Submittal Deadline	July 21, 2022; 11:00 A.M CT.
5. Committee Review period	July 21 – July 25, 2022
6. Selection notification	July 26, 2022
7. Commission approval	July 28, 2022
8. Contract Negotiations and Start of Work	August 2022

1.6 Procedures for Submission

Submittals are to be either mailed or hand-delivered and marked:

REQUEST FOR PROPOSAL No. 214

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM
MANAGEMENT SERVICES

PROPOSAL OPENING DATE/TIME: Thursday July 21, 2022; 11:00 A.M CT.

to:

BREC Purchasing Division
6201 Florida Blvd.
Baton Rouge, LA 70806

All submittals shall be received no later than 11:00 A.M. CT., Thursday, July 21, 2022.

BREC assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

- Faxed or emailed submittals will not be accepted.
- Qualifications that do not include the required schedule may be rejected at the option of BREC.

1.7 Submittal Format

Submittals should be organized in a clear and concise manner. **Six (6) bound paper copies and one (1) digital copy on a labeled USB flash drive shall be provided.** The format for the submittal should be as follows:

1. **Cover letter** – Provide an introductory letter serving as an Executive Summary (maximum of two pages) on firm letterhead indicating:
 - a. **Contact information**: Name of firm, contact person and title, address, phone, e-mail;
 - b. **Summary**: A short statement summarizing the Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with BREC.
 - c. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
 - d. **Signature**: By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
 - i. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 - ii. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity. See attached example forms.
2. **Proposer Qualifications and Experience** – Provide a statement of the team’s qualifications and ability to perform the work as described in 2.1 Scope of Services including but not limited to the following:
 - a. **Minimum Qualifications (Prime Consultant)**: Provide information showing your firm meets the minimum qualifications as described below:
 - i. Understand the public agency process, i.e. citizen input and the operations of park facilities.
 - ii. Have proven experience and expertise in successfully leading a large multi-discipline team managing large municipal infrastructure and capital improvement projects of a broad scope and program complexity from design through construction.
 - iii. Have proven experience leading infrastructure and capital improvement projects of a size, complexity and/or scope that are \$10 million or more in construction cost.

- iv. Have proven experience leading infrastructure and capital improvement programs of a size, complexity and/or scope that are \$50 million or more in total construction costs
- b. Requirements for Team Organization & Qualifications: Please submit all of the following information:
- i. Design Team Organization – Provide a description of your project team with an organization chart. List the firm names, and names of the individuals involved and the roles they will perform (principal-in-charge, project manager, architects, engineers, and anticipated subconsultants, etc.).
 - a. A Project Manager must be clearly identified that will be assigned to lead the project throughout its entirety.
 - ii. Individual Qualifications & Experience - Provide a description of the qualifications and experience of all key individuals who will be actively involved in the work of the project (include registration numbers of professionals such as landscape architects, architects, and engineers). Clearly identify each key individual’s experience with similar type projects, the specific role that individual performed, and the firm they were employed by at the time of the project work. **(NOTE: Failure to provide this information for key individuals will affect your evaluation.)**
 - iii. Sub-Consultant Qualifications & Experience – provide credentials of all sub-consultants on the project team including location of the firm’s headquarters, background, experience, services offered.

3. Other Qualifications:

- a. BREC strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprise (“DBEs”) from the State of Louisiana and Baton Rouge Region. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”). As such, BREC will give preference in scoring for the participation and inclusion of Disadvantaged Business Enterprises (DBE). BREC’s desired goal is to have a 15% DBE participation.

4. Relevant Project Experience and References – For items 2.a.ii and 2.a.iii above, submit a three-page (maximum) narrative that includes

- a. Size, scope and current status of Program Management contracts.
- b. Key individuals, such as project manager, project landscape architect, architect, engineer, and other relevant professionals included in this proposal, who were responsible for the work.
- c. Proposers are encouraged to use graphics and images to support the relevant experience narrative. All graphics, images, and tables included will be considered part of the three-page (maximum) narrative.

- d. Provide the name and telephone number of municipality or agency contacts for each project included above. (NOTE: Failure to provide this information for key individuals will affect your evaluation.)
4. **Approach and Scope** – Provide a written description of your firm's intended approach to the project that demonstrates an understanding of the scope of services (2.1), including how the Consultant Team will complete project goals and deliverables.
 - a. **Project Approach** – Provide a statement that demonstrates the firm's understanding of the scope and objectives to be performed in this request for proposal. Indicate how this scope of work will fit into the total workload of the firm during the project period.
 5. **Proposal Documents** – Complete Attachment A including bidder's organization, and corporate resolution as required.

Selection will not be made on the basis of fee but the competence and qualifications of the proposer.

1.8 Procedures for Questions/Clarifications Prior to Submittal

All inquiries and/or requests for clarification must be submitted by email no later than **11:00 A.M. CT., July 11, 2022**. Requests for clarification received after this date will be discarded.

Submit questions by email to:

Lori Foreman, BREC Purchasing Division
(225)-272-9200 ext. 1522
Lori.foreman@brec.org

***Note:** BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on the Office of State Procurement website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any BREC employee or BREC Consultant. BREC shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by BREC. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Non-Mandatory Pre-Proposal Conference Call / Meeting

July 6, 2022; 1:00 P.M. CT.

In person:

BREC Administration Building, Room 1003 (HR Training Room, 1st Floor)
6201 Florida Blvd., Baton Rouge, Louisiana, 70806

On Device:

To join the meeting click the following link: <https://zoom.us/j/5434694680>. Participants may use computer audio or dial-in by phone at 1-646-558-8656 and entering Meeting ID: 543 469 4680.

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted, and spontaneous answers will be provided during the conference, the official answer or position of BREC will be stated in writing via addendum.

1.9 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 your proposal. Your 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 (La. 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, BREC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit

BREC'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 state 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 BREC and hold BREC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

BREC reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other BREC agencies or organizations for the sole purpose of assisting BREC in its evaluation of the proposal. BREC 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 Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by a Committee member. The redacted copy should also state which sections or information has been removed."

1.10 Errors and Omissions in Proposal

BREC 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: BREC reserves the right to make corrections or clarifications due to patent errors identified in proposals by BREC or the Proposer. BREC, at its option, has the right to require clarification or additional information from the Proposer.

1.11 Proposal Guarantee (not required)

1.12 Performance Bond (not required)

1.13 Changes, Addenda, Withdrawals

BREC reserves the right to change the calendar of events or issue Addenda to the RFP at any time. BREC 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 prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.5. Such shall meet all requirements for the 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 Purchasing.

1.14 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 BREC pursuant to the RFP.

1.15 Waiver of Administrative Informalities

BREC reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.16 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by BREC to award a contract. BREC 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 BREC to do so.

Failure to submit all non-mandatory information requested may result in BREC requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.17 Ownership of Proposal

All materials submitted timely in response to this request become the property of BREC. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by BREC and not returned to proposers. Any copyrighted materials in the response are not transferred to BREC.

1.18 Cost of Offer Preparation

BREC is not liable for any costs incurred by prospective Proposers or Consultants 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 BREC.

1.19 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 (if applicable).

1.20 Taxes

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

1.21 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, BREC

reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.22 Prime Consultant 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. BREC 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.

1.23 Corporation Requirements

Upon the award of the contract, if the Consultant is a corporation and not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

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

1.24 Use of Subconsultants

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

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

Information required of the prime Consultant under the terms of the RFP, is also required for each subconsultant and the subconsultants must agree to be bound by the terms of the contract. The prime Consultant shall assume total responsibility for compliance.

1.25 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. BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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 BREC understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection (see Part III EVALUATION)

1.28 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to BREC's needs and evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and BREC may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by BREC Commission prior to issuance of a purchase order, if applicable to complete the process.

1.29 Contract Award and Execution

BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Consultant will become part of any contract initiated by BREC.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the proposal form and sample contract (Attachments A and B) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC.

BREC intends to award to a single Proposer.

1.30 Notice of Intent to Award

Upon review and approval of the Committee's recommendation for award by Purchasing, Selection of Professionals Committee, and BREC Commission, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the RFP and Consultant Selection Timeline. If this date is not met, through no fault of BREC, BREC may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, Committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.31 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200 extension 1522 or E-mail to lori.foreman@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.32 Insurance Requirements

Upon award Consultant shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment B). 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 BREC before work commences. BREC reserves the right to require complete certified copies of all required policies, at any time.

1.33 Subconsultant Insurance

Upon award the Consultant shall include all subconsultants as insureds under its policies or shall insure that all subconsultants satisfy the same insurance requirements stated herein for the Consultant.

1.34 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.35 Fidelity Bond Requirements (not required)

1.36 Payment for Services

BREC Planning and Engineering Department shall pay Consultant in accordance with the Pricing Schedule set forth in the contract. The Consultant may invoice the department monthly or at other approved intervals at the billing address designated by the department. Payments will be made by BREC within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.37 Termination

1.37.1 Termination of this Agreement for Cause –

BREC may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either 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 BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the Consultant shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

1.37.2 Termination of this Agreement for Convenience –

BREC may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

1.37.3 Termination for Lack of Appropriated Funds –

Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing BREC to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, BREC shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.38 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

1.39 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 BREC to increase or decrease the amount, at the unit price stated in the proposal.

Neither BREC nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.40 Audit of Records

BREC or others so designated by BREC, or other lawful entity 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 Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.41 Civil Rights Compliance

The Consultant 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, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.42 Record Retention

The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years.

1.43 Record Ownership

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

1.44 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Consultant'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 Consultant's Proposal.

1.45 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Superintendent's Office and/or Commission.

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

1.46 Substitution of Personnel

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

Substitution of Personnel: If, during the term of the contract, the Consultant or subconsultant 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 BREC for approval prior to any personnel substitution. It shall be acknowledged by the Consultant that every reasonable attempt shall be made to assign the personnel listed in the Consultant's proposal.

1.47 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of BREC Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.48 Claims or Controversies

Any proposer who believes they were adversely affected by BREC's procurement process or award, may file a protest. It must be submitted in writing to the Director of Finance and specifically state the particular facts which form the basis of the protest and the relief requested.

The written protest must be received within seven (7) days from the date the basis of the protest was or should have been known.

BREC will take action on protests within fifteen (15) days of the receipt thereof. BREC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Superintendent's Office. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.49 Proposer's Certification of OMB A-133 Compliance

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

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

PART II. SCOPE OF WORK / SERVICES

2.1 Scope of Services

The Program Manager shall assist BREC staff in managing the agency's wide array of ongoing and future capital projects over the next three years in excess of \$100 Million. Program and project management services are intended to include the following, as appropriate.

A. Phase 1: initial contract will include items i. and ii. below:

- i. Development of a Program Implementation Strategy.** The Program Manager will work with BREC P&E staff and be required to review and refine the schedule for execution and completion of BREC's ongoing and future capital projects through 2025. The review and refinement process will address issues related to preconstruction and construction activities including program priorities, design standards, coordination between consultants, engaging with and providing information to the public, partners, contractors, environmental, utility adjustments and right-of-way activities and all items that influence project completion schedules. The Program Manager will confer with BREC staff to establish the specific project priorities and schedules in the current and ongoing 3-year Capital Improvement Program, review and refine strategies and specific protocols/procedures for project delivery and change management including the review of BREC's current program and project delivery approach.

Prior to plan execution, a roles and responsibilities matrix will be developed to clearly delineate authorities, deliverables, and communications and an initial list of specific identified projects. The Program Manager will also assist the BREC staff with reviewing projects that BREC has identified as being in alignment and eligible for allocable federal funding and grants. The Program Manager will develop grant packages for state and federal funding opportunities for these identified projects. The Program Manager will assist BREC with development of Cooperative Endeavor Agreements and/or Memorandums of Understanding, as required, with state and local entities. Federal and State Grant opportunities may include, but not be limited to the following:

- Infrastructure Investment & Jobs Act (IIJA)
- Rebuilding American Infrastructure Sustainably and Equitably (RAISE) Grants
- Infrastructure for Rebuilding America (INFRA) Grants
- Safe Streets and Roads for All
- Charging and Fueling Infrastructure Grants
- Building Resilient Infrastructure and Communities Program

- ii. Development the Program Schedule and Budget.** The Program Manager, along with BREC P&E staff will identify and establish a preliminary capital program schedule and budget and establish milestone dates for critical activities/events

necessary to advance each identified capital improvement project from pre-design to engineering, to construction and completion in accordance with the Program Strategy, including development of a contingency plan for grants that do not materialize. The Program Manager will work with a Grants Consultant who is contracted separately by BREC.

B. Phase 2: Phase 1 above will include the identification of more defined sets of projects, scopes, and schedules. These defined sets of projects will be treated as amendments to the initial contract under **Phase 2**, which shall include, but not be limited to the following professional services:

- i. Program Monitoring and Control.** The Program Manager will provide a system for monitoring and controlling all project preconstruction and construction activities. The system will be easily understood and accessible by BREC staff, consultants, and contractors. The Program Manager will establish key performance indicators with targets to include in regular status reports. This will aid in identifying performance issues early on, providing BREC the opportunity to address proactively. Project status reports will be provided monthly to BREC and may include review sessions on progress against each deliverable to determine if additional action is required. A component of reporting will consist of, but will not be limited to, project spending versus budget of forecasting.

- ii. Consultant and Contractor Oversight.** The Program Manager will represent BREC in monitoring and ensuring all projects are designed and constructed in accordance with the policies outlined in the Program Strategy. The capability of Proposers shall include construction management services that cover the full spectrum “cradle-to-grave” of a project, including post construction operation and maintenance strategies, asset management, and associated funding. The Program Manager’s oversight responsibilities shall at a minimum include the following:
 - Pre-Construction Services:
 - Assist BREC in the preparation of the scope of services and RFQ packages for the selection of design consultants for new projects.

 - Evaluate design proposals and review invoices
 - Receive and resolve design issues in cooperation with BREC from the design consultants, both for existing and ongoing projects and future projects
 - Monitor QA/QC for each project
 - Perform or cause to be performed necessary agreements and permits for each project prior to construction
 - Review construction plans, right-of-way maps, and specifications and forward contract documents to BREC for contract letting
 - Assist BREC in the bid and award of construction contracts

- Construction Services
 - Perform construction management, construction contract administration, and assist in construction inspection
 - Establish protocols for managing scope change requests, extraordinary expenses, cost compression, etc.
 - Post Construction Services
 - Assist in the development of Operations and Maintenance Strategies for capital improvement program projects.
- C. Servitude Agreements, Right-of-Way Management and Acquisition.** The Program Manager will work with BREC and provide necessary personnel for servitude agreements and the acquisition of any additional rights-of-way or easements to be acquired for projects, if deemed necessary. Examples include servitude agreements for BREC’s proposed shared-use greenway trails as outlined in the Parish-Wide Bike / Pedestrian Master Plan.
- D. Utility Relocation.** The Program manager will coordinate utility relocation activities, if necessary, to minimize their impact to the schedule of the proposed construction.
- E. Public Involvement and Outreach.** The Program Manager will develop and implement a community relation and outreach plan and informational program to inform and engage the citizens of East Baton Rouge Parish regarding BREC’s program of capital improvement projects.
- F. Environmental.** The Program Manager will perform or cause to be performed Phase I Environmental Site Assessments, Phase II Investigations as required, and all other state and federal investigations and permits as necessary, including NEPA clearance if required. All activities will be coordinated with, but not limited to, the City-Parish of Baton Rouge, the Louisiana Department of Environmental Quality (LDEQ), Louisiana Department of Transportation and Development (DOTD), Louisiana Department of Natural Resources (LDNR), the U.S. Army Corps of Engineers and others as appropriate.
- G. Program & Project Financial Management.** The Program Manager will develop and maintain a system for recording, tracking and projecting all BREC project costs. The Program Manager will provide information and coordinate with BREC, any designated Bonding Agent, and Attorney as requested. The Program Manager will also be required to maintain financial records in a manner consistent with generally accepted accounting practices, while providing access to financial information for auditing/review purposes at any time deemed appropriate by BREC. An audit of all financial records associated with the BREC program of projects will occur at least annually. The Program Manager can anticipate the following from BREC, as normal course of financial management:
- Monthly and quarterly financial reviews
 - Quarterly financial reports of purchase orders and contracts let against the

budget, by project:

- A. Monthly change order review
- B. Any additional documentation or audits that may be required by federal grant partners

BREC may request from Proposer any or all the above tasks, according to the nature of the program and projects assigned. The Proposer shall be staffed to render these services expeditiously upon request. The selected firm/team will become an integral member of BREC's P&E team.

2.3 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about August, 2022 and is anticipated to conclude within three (3) years.

2.4 Price Schedule (not applicable)

Selection will not be made on the basis of fee but the competence and qualifications of the proposer. The Program Manager will be contracted under an initial contract as outlined in 2.1.i, Phase 1 above. Subsequent amendments to the initial contract will vary, with fees based on, but not limited to, the following:

- a. BREC Fee Curve – large and/or multi-phase project
- b. Hourly rates for personnel assigned individual tasks
- c. Other agreed upon expenses

2.5 Location

Location of the work:

- East Baton Rouge Parish

Meetings/Delivery may be performed, completed or managed at:

- BREC's Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.

PART III. EVALUATION

3.1. Evaluation Criteria

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. Each submittal will be judged as to the Proposer's capabilities and experience to perform the Scope of Services. It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the Proposer. BREC may, at its option, negotiate and modify the Scope of Services with the selected firm and negotiate fee and schedule adjustments, as BREC deems appropriate.

Written recommendation for award shall be made to BREC's Selection of Professionals Committee and then the BREC Commission for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC. The Committee may reject any or all proposals if none are considered in the best interest of BREC.

Formatting proposals to highlight these categories will greatly improve the reviewing Committee's chances of finding the key material and scoring accordingly. Selection will not be made of the basis of fee but the competence and qualifications of the Proposer.

The proposal will be evaluated considering the material and the substantiating evidence presented to BREC, not based on what may be inferred. The following criteria cited herein will be evaluated when reviewing the proposals for selection:

A. Firm/team qualifications and experience

- i. Firm/team shall be evaluated based on project specific experience and resources
- ii. Primary focus will be on Prime Consultant experience, however other team members will be considered

B. Key personnel qualifications and experience

- i. Specific personnel experience with similar projects will be considered
- ii. Emphasis will be placed on the project manager and other key personnel

C. Project experience

- i. Consideration will be given to firms/teams that demonstrate experience with local/state/federal regulations, codes, policies, procedures, grant funding and finance, and standards to successful facilitate program and project completion and familiarity with public sector operations at parish and municipal levels

D. Proposal understanding, approach and methodology

- i. Firm/teams proposals should identify understanding of the Scope of Services, past work experience for both the firm/team and personnel should reflect project scope and agency specifications

E. Past performance and reputation for personal and professional integrity and competence

- i. Consideration will be given to letters and other documentation of successfully implementing programs and projects, special capabilities to accomplish the scope of work, ability to meet deadlines and budgets and quality of work

F. DBE participation

- i. Preference will be given in scoring for the participation and inclusion of Disadvantaged Business Enterprises (DBE).

G. Current workload

Technical Proposal Scoring – Approach and Scope (100 points/100%)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- a. Ability to meet project scope and technical requirements – 35 points
- b. Proposed staff qualifications and experience – 30 points
 - o DBE Participation [15 points - included in (b.) above]
- c. Approach and methodology – 20 points
- d. Schedule – 15 points

Evaluation criteria scoring example (subject to change):

Project Team’s ability to meet project scope and technical requirements	35 pts total
<ul style="list-style-type: none"> Demonstrate capability to provide the Scope of Services by showing a clear understanding of the requirements and the work to be performed. 	5
<ul style="list-style-type: none"> An interactive approach with BREC staff, the public, and sufficient involvement on behalf of the principal/project manager. 	5
<ul style="list-style-type: none"> The proposed project team leader and members will be a prime consideration. Consultants will be required to indicate a percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel through the life of the project. 	5
<ul style="list-style-type: none"> Recent, relevant experience with municipal program and project management contracts 	10
<ul style="list-style-type: none"> Quality of comparable experience, work samples, and references 	10
Project Team’s Qualifications & Experience	30 pts total
<ul style="list-style-type: none"> Technical competence, experience and education of key personnel including number of qualified staff and support staff 	15
<ul style="list-style-type: none"> DBE Participation (BREC’s desired goal is 15%) 	15
Project Approach & Methodology	20 pts total
<ul style="list-style-type: none"> Proposed methodology for completing work 	5
<ul style="list-style-type: none"> Demonstrate thorough approach to the project 	5
<ul style="list-style-type: none"> Clearly explain procedures that will be used for the project 	5
<ul style="list-style-type: none"> Design aesthetic and understanding of parks and recreation Facilities and infrastructure 	5
Schedule (Phase 1 – See Section II, Scope of Services)	15 pts total
<ul style="list-style-type: none"> Work program schedule proposed for the tasks included in the Scope of Services 	5
<ul style="list-style-type: none"> Ability to demonstrate the delivery of the outlined Scope of Services in a timely manner 	10
TOTAL POINTS POSSIBLE	100 pts

Selection will not be made on the basis of fee but the competence and qualifications of the proposer.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Proposal responses will be incorporated into any resulting contracts between BREC and Consultant. The Consultant will be held accountable to their proposed plans, schedule, and/or milestones as approved and otherwise agreed upon. BREC reserves the right to modify the proposed plans within resulting contracts to suit the needs of BREC.

A standard application for payment will be agreed upon by all parties to track progress and approve payment.

PART V. FEDERAL CLAUSES (NOT REQUIRED FOR THIS RFP)

ATTACHMENT A

PROPOSAL FORM

BREC

Sealed proposals will be received until **11:00 A.M. CT., Thursday, July 21, 2022** by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, La 70806 at which time proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

BREC

Purchasing Manager

6201 Florida Blvd.

Baton Rouge, LA 70806

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

REQUEST FOR PROPOSAL No. 214

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM MANAGEMENT SERVICES

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices mutually agreed upon.

The undersigned agrees to execute the Agreement and Affidavit and furnish to BREC all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from BREC.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about December 2019 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents will be negotiated and accepted after award. Pursuant to RS 38:2318.1 BREC will select providers of design professional services on the basis of competence and qualification for a fair and reasonable price.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with BREC, for the Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Finance Director of BREC, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

Sample Contract for:**REQUEST FOR PROPOSAL No. 214****REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM MANAGEMENT SERVICES**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between BREC, herein referred to as BREC and _____ herein referred to as “Consultant”.

Consultant agrees to proceed, upon written notice of the Assistant Superintendent of Planning and Construction, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by BREC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows:

The following documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full: *(to be completed at time of award)*

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Consultant change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by BREC Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: BREC shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and BREC shall not be bound until such time as a Contract is fully executed between BREC and the Consultant and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except consultant's personal and administrative files, shall become the property of BREC upon payment in full of all compensation due under this agreement, and may be used by BREC in accordance with this agreement. Consultant expressly agrees to transfer to BREC all of its common law, statutory, and other reserved rights, including copyrights, in the documents.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: BREC may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the Consultant written notice specifying the Consultant's failure. If within ___ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ___ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the Consultant shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

BREC may terminate this Agreement at any time by giving ___ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

Should BREC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ___ days notice given by BREC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from BREC of ___ days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from BREC during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Finance or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONSULTANT OBLIGATION: Consultant shall be an independent Consultant under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent Consultant hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with BREC interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Consultant agrees to abide 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 of 1975, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which BREC is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: BREC or others so designated by BREC, or other lawful entity 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 Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

CONFIDENTIALITY: The following provision will apply unless BREC agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to BREC's operations which are designated confidential by the State and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by BREC to be adequate for the protection of BREC's confidential information, such methods and procedures may be used, with the written consent of BREC, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE: The Request for Proposal (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, BREC and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

BREC

Recreation and Park Commission
for the Parish of East Baton Rouge

By _____

Title _____

Corey K. Wilson, Superintendent

Consultant

By _____

Title _____

Typed Name and Title

AFFIDAVIT

SAMPLE DOCUMENT –
INFORMATION PURPOSES ONLY

BREC

Recreation and Park Commission for the Parish of East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

**REQUEST FOR PROPOSAL No. 214
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM
MANAGEMENT SERVICES**

a public project of BREC, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20__.
Baton Rouge, Louisiana.

NOTARY PUBLIC

**Insurance Requirements for:
REQUEST FOR PROPOSAL No. 214**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CAPITAL IMPROVEMENT PROGRAM
MANAGEMENT SERVICES**

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

- | | | | |
|----|--|--------------------------------------|----------------------------|
| A. | Commercial General Liability on an occurrence basis: | General Aggregate
Each Occurrence | \$2,000,000
\$1,000,000 |
| B. | Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |
| D. | BREC, must be named as additional insured on all general liability policies described above. | | |
| E. | Professional Liability coverage for errors and omissions: | | \$1,000,000 |
| F. | Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change. | | |
| G. | The Certificate Holder should be shown as: BREC,
Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806 | | |