

# **REQUEST FOR PROPOSAL**

## **Gift Shop Fixturing Design, Fabrication, and Installation at BREC's Baton Rouge Zoo**

**Solicitation No: 223**

**Proposal Opening Date: \_January 23, 2024  
Proposal Opening Time: 11:00 AM CST**

**BREC  
Recreation and Park Commission  
for the Parish of East Baton Rouge**

### **NOTE TO PROPOSERS:**

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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# REQUEST FOR PROPOSAL FOR

## Gift Shop Fixturing Design, Fabrication, and Installation at BREC's Baton Rouge Zoo

### PART I. ADMINISTRATIVE AND GENERAL INFORMATION

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#### 1.1 Background

The Recreation and Parks Commission for the Parish of East Baton Rouge (BREC) operates and manages 186 parks including BREC's Baton Rouge Zoo. The Baton Rouge Zoo, located in BREC's 660 acres Greenwood Park, opened on Easter Sunday 1970. The Zoo is a place where people connect with animals, including tigers, giraffes, rhinos and alligators. The Realm of the Tiger, Flamingo Cove, Giants of the Islands, Safari Playground, L'aquarium de Louisiane, and KidsZoo exhibits offer fun and education for all ages. The Zoo operates and manages 147 acres, with a staff of about 100 employees. The Zoo's peak season is the Spring (March/April) due largely to temperate weather & school field trips. However, other peak times circulate around the large-scale community events such Boo at the Zoo & BREW at the Zoo both held in October.

The Zoo is looking to complete phase 1 of the master plan in early spring 2024 which consists of opening a new entry building that houses a new 2,345 square foot gift shop. Other renovations to be completed consists of a new train depot, giraffe exhibit with feeding platform, and other renovations.

#### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by BREC governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who possess the experience and expertise and are interested in providing professional services related to planning, design, fabrication and installation of retail fixtures for the BREC's Baton Rouge Zoo's new entry/exit gift shop.

#### 1.1.2 Goals and Objectives

BREC's Baton Rouge Zoo desires to seek a qualified retail fixturing firm with extensive knowledge and background to assist in designing the gift shop layout and fixtures in our new entry building. The Zoo seeks to find a fixturing firm with creative use of the design space, windows, and fixtures.

#### 1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denotes desirable.
- E. Contractor- Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of BREC authorized to participate in any contract resulting from this solicitation.

G. BREC – Recreation and Park Commission for the Parish of East Baton Rouge

Note: the terms Proposer, Contractor or Vendor may be used throughout this document and shall have the same meaning where used.

**1.3 Schedule of Events**

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP advertised in the newspaper and posted to LaPAC</i>	<i>December 21, 2023</i>
<i>RFP emailed or mailed to prospective proposers</i>	
<i>Pre-Proposal Conference (if applicable)</i>	<i>TBD</i>
<i>Deadline to receive written inquiries</i>	<i>January 3, 2024; 5PM CST</i>
<i>Deadline to answer written inquiries</i>	<i>January 10, 2024; 5PM CST</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>January 23, 2024; 11AM CST</i>
<i>Presentations &amp; Discussions (if applicable)</i>	<i>January 22-26; if needed</i>
<i>Notice of Intent to Award announcement and 14-day protest period begins, on or about</i>	<i>January 29, 2024;</i>
<i>Contract Execution on or About</i>	<i>Upon Issuance of #7</i>

**NOTE: BREC reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

**1.4 Proposal Submittal**

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **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:**

- X **Proposal Name: Request for Proposal – Gift Shop Fixturing Design, Fabrication, and Installation at BREC’s Baton Rouge Zoo**
- X **Solicitation No. 223**
- X **Proposal Opening Date & Time: January 23, 2024; 11AM CST**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be delivered by hand or courier service to our physical location at:

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

Or mailed to:

BREC

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing 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 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:** Containing summary of 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. 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:
1. 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
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - 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, with related services to government or private entities existing customer satisfaction, demonstrated volume of merchants, etc.

Provide a listing of three (3) to five (5) recently completed projects of similar nature where Proposer has provided fixture design, fabrication and installation services for gift shops or similar retail stores.

BREC encourages Minority and Women Owned Business Enterprises to participate in its procurement and contracting opportunities. As such, BREC will give preference in scoring for the participation and inclusion of Disadvantaged Business Enterprises (DBE). DB

E Eligibility:

- WOMAN OR ETHNIC MINORITY: BLACK/AFRICAN AMERICAN, HISPANIC- /LATIN AMERICAN, AMERICAN INDIAN/ALASKAN NATIVE, ASIAN AMERICAN OR PACIFIC ISLANDER
- THE ELIGIBLE OWNER MUST CONTROL THE FIRM'S MANAGERIAL AND DAY-TO-DAY OPERATIONS;
- THE ELIGIBLE OWNER(S) MUST OWN AT LEAST 51% OF THE BUSINESS;
- THE ELIGIBLE OWNER MUST HAVE BOTH THE LEGAL AUTHORITY AND TECHNICAL ABILITY TO CONTROL THE FIRM.
- IF THE STATE OF LOUISIANA REQUIRES A PROFESSIONAL LICENSE TO PERFORM THE FIRM'S LINE OF WORK, THE ELIGIBLE OWNER MUST HOLD THIS LICENSE, EVEN IF THE OWNER IS NOT THE ONE PERFORMING THE WORK

D. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.

E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.

F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC.

#### H. **Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, BREC may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed Original response (clearly marked “ORIGINAL”) response. \_\_\_\_\_ Four additional copies of the proposal should be provided, Copy (clearly marked “COPY”) and numbered, as well as one (1) redacted copy (clearly marked “REDACTED”, if applicable (See Section 1.6). A USB flash drive must also be provided.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is 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.

### **1.6 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 an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference – NOT REQUIRED FOR THIS RFP AT THIS TIME**

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business

on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may generate from BREC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain>)). If necessary, another addendum will be issued to address the final questions received. 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 issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

\*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain>.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.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

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

E-Mail: [Richard.Terrell@brec.org](mailto:Richard.Terrell@brec.org) Phone: (225) 272-9200 Ext. 1422

### **1.8 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.

### **1.9 Proposal Guarantee – NOT REQUIRED FOR THIS RFP**

### **1.10 Performance Bond – NOT REQUIRED FOR THIS RFP**

### **1.11 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 1.4. Such shall meet all requirements for the proposal.

### **1.12 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 Purchasing.

### **1.13 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.

### **1.14 Waiver of Administrative Informalities**

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

### **1.15 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.

### **1.16 Ownership of Proposal**

All materials (paper content only) 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.

### **1.17 Cost of Offer Preparation**

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

### **1.18 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).

### **1.19 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.

### **1.20 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.

### **1.21 Prime Contractor 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.

#### **1.21.1 Corporation Requirements**

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

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

If services are to be performed in 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.

### **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor 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 Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

*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").*

*The DBE Program is a race- and gender-neutral programs intended to provide additional contracting and procurement opportunities for certified small businesses and disadvantaged business enterprises by encouraging contractors who receive state contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts.*

*BREC desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by DBEs. By providing equitable opportunities for DBEs, BREC derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.*

*Bidders should present a responsible plan that provides for participation of qualified DBEs. Bidders should clearly state DBE participation goals and their plan for implementation of the same in their proposals. Bidders should also include information relative to the participation levels managed on other prior projects.*

*Participation shall be counted toward meeting the contract goals only by business entities certified under LAUCP-DBE. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in planning, development, construction, and operation of the Project.*

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

### **1.23 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.

### **1.24 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.

### **1.25 Evaluation and Selection**

Refer to Part III of this RFP.

### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to BREC'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 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.

### **1.27 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 Contractor 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 sample contract (Attachment D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these 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, price and other factors considered.

BREC intends to award to a single Proposer.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing 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 Schedule of Events. 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, evaluation 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.

### **1.29 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.30 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 1422 or e-mail to [Richard.Terrell@brec.org](mailto:Richard.Terrell@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.

### **1.31 Insurance Requirements**

Contractor shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). 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.

### **1.32 Subcontractor Insurance**

The Contractor shall include all subcontractors, if needed, as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.33 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.

### **1.34 Fidelity Bond Requirements – NOT REQUIRED FOR THIS RFP**

### **1.35 Payment for Services**

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly 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.

### **1.36 Termination**

**1.36.1 Termination of this Agreement for Cause-** BREC may terminate this contract for cause based upon the failure of the contractor 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 Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor 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 Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor 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 contractor shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

**1.36.2 Termination of this Agreement for Convenience** - BREC may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

**1.36.3. 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.

### **1.37 Assignment**

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

### **1.38 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.

### **1.39 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.

### **1.40 Civil Rights Compliance**

The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor 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 Contractor, 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.

### **1.41 Record Retention**

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



#### **1.42 Record Ownership**

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

#### **1.43 Content of Contract/Order of Precedence**

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

#### **1.44 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 Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.45 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 Contractor or subcontractor 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 Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.46 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.

#### **1.47 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 Review 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.

#### **1.48 Proposer's Certification of OMB A-133 Compliance**

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

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

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

### **2.1 Scope of Work/Services**

Work with BREC's Baton Rouge Zoo and Planning & Engineering staff to develop and build a fixture floor plan that will provide maximum use of the sales floor and provide Zoo guests with a modern, pleasant shopping experience. The gift shop is currently under construction but should conclude in late January. It includes the following:

- Square Footage: 2,345 SF. See attached floor plan.
- Open ceiling, black ceiling paint, walls finished with white prime coat, lighting, LVT flooring.

Product lines for the Zoo market to be merchandised include Plush, Toys, Apparel, Souvenirs, Jewelry, Books/Paper Products, Packaged Food/Candy, Apparel, Accessories, Hats, and Gifts.

Design for the Zoo gift shop to include, but not be limited to:

- New cash wrap with three Point of Sale positions; ample check out space and impulse merchandising opportunities; drawers/shelving for supplies etc.. Ensure that the checkout counter is ADA compliant.
  - Cash wrap and supporting cabinetry behind the cash wrap will need to be a U-shape to accommodate electrical and data to the cash wrap. Counter height to maintain ADA compliant height for both customers and employees.
- Perimeter wall cabinets/fixtures to maximize merchandising opportunities.
- Re-use of existing loose fixtures. Custom and buy-out fixtures are to be re-used and incorporated into the fixture floor plan:
  - (4) slatwall gondolas on casters sized at 54"H x 36"W x 28"D (oak/almond melamine)
  - (2) slatwall 4-ways on casters sized at 54"H x 30"W x 30" D (oak/almond melamine)
  - (1) dump bin table sized at 32"H x 48" W x 48"D (oak/almond melamine)

- (1) three tier plush riser - base measurements 48" L x 48"W x 41" H (cherry melamine)
- (2) slatwall spinners sized at 54"H x 24"W x 24" D (oak/almond melamine)
- (1) bookcase sized at 84"H x 48"W x 18"D (oak/almond melamine)
- (2) nesting table sets sized at 33"L X 21"D X 28"H and 46"L X 24"D X 32" H (Cherry)
- (3) chrome apparel waterfalls at 24" square
- Addition of new fabricated or buy-out floor fixtures for placement on the sales floor allowing for circulation. Selection of fixture finishes to compliment the reused fixtures.
- Design shall meet or exceed ADA clearance requirements.

Provide details, dimensions, and elevations of fixtures; specification sheets of buy-out fixtures (or equal products); and a listing of hardware, shelving, brackets, etc. required for fixtures once design specs are completed.

Contractor shall produce construction plans electronically in AutoCAD release 2013 or higher and submit a digital copy in AutoCAD format to BREC upon 100% completion of construction documents. Final documents at a minimum will include a title sheet, general notes, elevations, sections, demolition & site preparation plan, materials reference plans, and written specifications and bid documents.

New fixtures are to be built according to final Zoo approved design specifications.

Contractor will coordinate the design, fabrication, shipping, installation and any other necessities with the Zoo's Guest Services Manager, Vicki Jones.

Prepare an estimated schedule for design, fabrication, and installation of fixtures.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation is currently still to be determined. Estimated beginning of the design period on, or, around 2/1/2024 with project completion no later than 4/15/24. Upon mutual consent with BREC and the successful contractor, BREC reserve the right to extend this contract for an additional four months (4) more to allot for additional build and/or delivery times at the same prices, terms and conditions.

## **2.3 Price Schedule**

Prices proposed should be submitted on the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes BREC to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

*Contractor will coordinate the design, fabrication, shipping, installation and any other necessities with the Zoo's Guest Services Manager. The contractor will supply replacement materials and maintenance as needed. Contractor must have all fixtures built and delivered and installed no later than 4/15/2024.*

## **2.5 Location**

The location where the work/delivery/service is to be performed, completed and managed is at BREC's Baton Rouge Zoo located at 3000 Zoo Circle, Baton Rouge, LA 70807.

## **2.6 Proposal Elements**

Design and concept plan: provide layout and design concept within the Zoo's gift shop.

Prepare an estimated schedule for design, fabrication, shipping, and installation of fixtures.

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish BREC to consider.

- Design fees
- Custom fabrication fees
- Buy-out, hardware, and/or shelving fees
- Freight and delivery charges
- Installation fees
- Any additional fees

### **2.6.2 Technical –**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Design and layout concepts
- Fabrication of custom fixturing
- Procurement of “buy-out” fixtures
- Plans for shipping and installation of all fixtures
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References from at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope of services have been provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer’s understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes BREC to consider.

## PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to BREC, not on the basis of what may be inferred.

### 3.1 Financial Proposal (Value of 50 Points)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

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.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of BREC.

### 3.2 Technical Proposal (Value of 50 Points)

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:

- **Proposed schedule of design concepts and layout, fabrication, freight, and installation**
- **Compliance with Service and Support Requirements**
- **Company's Organization and Experience particular to this Scope of Work**

<b>TOTAL FINANCIAL</b>	50 points
<b>TOTAL TECHNICAL</b>	50 Points
Company Organization, History and Experience	20 points
Compliance with RFP Requirements	10 points
Proposed Schedule to Complete Project by 04/15/2024	20 points

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Contractor must have fixtures completed and installed no later than Monday, April 15<sup>th</sup>, 2024.

### **4.2 Performance Measurement/Evaluation**

Performance measurement and evaluation will be dependent on the contractor's ability to provide services listed in the scope of work.

## **Part V. FEDERAL CLAUSES – NOT REQUIRED FOR THIS RFP**

**ATTACHMENT A  
PROPOSAL FORM  
BREC**

Sealed proposals will be received until (time) PM, Local Time (date) by the Purchasing Division, 6201 Florida Blvd, Room 1501, Baton Rouge, La 70806 Immediately after (time) A.M of the same day and date, proposals will be publicly opened.

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

BREC  
Finance Director  
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:

***RFP No. \_\_\_\_\_ Gift Shop Fixturing Design, Fabrication,  
and Installation at BREC's Baton Rouge Zoo***

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 herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

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 \_\_\_\_\_ 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.

*(NOTE: may or may not be required for all proposals)* Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$ \_\_\_\_\_ payable to BREC. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Typed Name and Title)

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



**AFFIDAVIT**

**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:

***Gift Shop Fixturing Design, Fabrication, and Installation at BREC's Baton Rouge Zoo***

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 PUB**

**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**

**PROPOSAL BOND (may or may not be required for all proposals)**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_, \_\_\_\_\_, as Principal (Proposer), and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto BREC, in the penal sum of (5% of Proposal Value) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The condition of the above obligation is such that whereas the Principal has submitted to BREC a certain Proposal, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for (insert RFP name here)

**NOW THEREFORE,**

(a) If said Proposal shall be rejected, or in the alternative,

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which BREC may accept such Proposal; and said Surety does hereby waive notice of any extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, the day and year first set forth above.

**PRINCIPAL (PROPOSER)**

**SURETY**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Address)

(Address)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

**ATTACHMENT B  
PRICING SCHEDULE**

PROPOSAL OF: \_\_\_\_\_

List all pricing details here or in a format similar to this schedule.

**Lump Sum Price to provide:**

Total Design, Fabrication, Freight and Installation of Retail Fixturing: \_\_\_\_\_

**Itemize the above items:**

- Design \_\_\_\_\_
  
- Fabrication \_\_\_\_\_
  
- Freight/Shipping, if any \_\_\_\_\_
  
- Installation \_\_\_\_\_
  
- Miscellaneous (describe) \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Typed Name and Title)

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS FOR (RFP NAME HERE)**

*NOTE to department: These limits and requirements may change dependent on solicitation requirements. Risk Management should be contacted to help determine requirements.*

**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     | \$2,000,000 |
|    |  | Each Occurrence       | \$1,000,000 |
| B. | Business Auto Policy<br>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 is not required, but Parish shall have the benefit of any such insurance carried by Consultant. |                       |             |
| F. | Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.                                     |                       |             |
| G. | The Certificate Holder should be shown as: BREC,<br>Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806                           |                       |             |

**NOTE TO PROPOSERS:**

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

**ATTACHMENT D**  
**SAMPLE CONTRACT FOR (INSERT RFP NAME HERE)**

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 ( *Service Provider/Contractor, whichever is applicable, may be substituted*)”.

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of \_\_\_\_\_ (*designate department contact if not department head or director*), 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: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

**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) contractor 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. BREC shall provide \_\_\_\_\_ (*define BREC responsibilities here*) when/where necessary, to perform the work.

**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 Contractor 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, and BREC shall not be restricted in any way whatsoever in its use of such materials.

**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 contractor 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 contractor 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 Contractor 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 contractor 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 Contractor 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 CONTRACTOR OBLIGATION:** Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor 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 Contractor 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 Contractor 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 Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to 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 Proposals (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:**

**RECREATION AND PARK COMMISSION  
FOR THE PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Consultant  
By \_\_\_\_\_

Title \_\_\_\_\_  
Typed Name and Title