

REQUEST FOR QUALIFICATIONS

Professional Architectural Design Services for a NEW SAFE ROOM – AIRLINE COMMUNITY PARK

(RFQ) Solicitation No: 227
RFQ Issue Date: September 4, 2024



Submittal Opening Date: Thursday, October 8, 2024
Submittal 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 (08/16/2024)

NOTE TO SUBMITTERS:

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

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ATTACHMENT B - BREC Standard Form - Statement of Qualifications for AE Services (BREC SOQ-AE)

ATTACHMENT C

- Submittal Form
- Submitter’s Organization
- Corporation Resolution

ATTACHMENT D

- Sample Contract
- Sample Affidavit
- Insurance Requirements

ATTACHMENT E – Site and Preliminary Building Schematic Design Documents

- Site Plan
- Three Dimensional Views & Exterior Elevations
- Floor Plans, Area Calculations and FEMA RFI 1

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
NEW SAFE ROOM – AIRLINE COMMUNITY PARK
RFQ No. 227**

PART I. GENERAL BACKGROUND and ADMINISTRATIVE INFORMATION

1.1 Statement of Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain submittal packages as allowed by the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) governing statutes, ordinances, resolutions, and policies from full-service, highly qualified, professional architectural firms interested in providing Design Development Documents (based on an existing Schematic Design previously completed as required during the application process), Construction Documents, and Construction Administration services for a federally- funded dual-use FEMA safe room, in compliance with all applicable guidance, including:

- The Federal Emergency Management Agency’s (FEMA) P-361, Design and Construction Guidance for Community Safe Rooms (fourth edition, April 2021) and the corresponding requirements of the International Code Council’s ICC 500 Standard for the Design and Construction of Storm Shelters (December, 2020)
- Code of Federal Regulations, 2CFR200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- The Disaster Recovery CDBG Grantee Administrative Manual (OCD Admin Manual).
 - Exhibit 6-16: Compliance Provisions for CDBG-DR Rider

1.2 Background

Provide Design Development and Construction Documents, Bidding & Negotiation, and Construction Administration services for the construction of a new approximately 47,000 SF stand-alone Safe Room to provide short term shelter for designated users during times of extreme weather that will also serve as a daily recreational facility. The building design shall be configured to accommodate recreation use and must meet the FEMA funding criteria for safe room design requirements stated in the **FEMA P-361, Design and Construction Guidance for Community Safe Rooms** (fourth edition, April 2021) and minimum consensus standards of the **ICC 500 Standard for the Design and Construction of Storm Shelters** (December 2020).

Federal funding will be utilized for this project, the selected firm will be subject to all related compliance matters during the course of the project. The estimated cost for construction for the project is approximately \$13,000,000.00.

1.3 Definitions

- a. BREC - Recreation and Parks Commission for the Parish of East Baton Rouge
- b. Consultant - Awarded Submitter on this RFQ.
- c. Contract - Refers to the binding document signed and agreed upon by BREC and the successful
- d. Submitter concerning this RFQ.
- e. Department - Department for whom the Request for Qualifications is issued.
- f. Discussions - For the purposes of this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Submitters who submit responses in

response to this RFQ.

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

1.4 Schedule of Events

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

<i>Safe Room RFQ Schedule of Events</i>	<i>Dates</i>
0. Issue/Advertisement Dates	Sept 4, 2024; Sept 10, 2024; Sept 17, 2024
1. Pre-submittal conference call (non-mandatory)	September 18, 2024; 1:00 P.M. CT.
2. Deadline for Respondents to send written inquiries	September 25, 2024; 11:00 A.M CT.
3. Deadline for BREC to answer written inquiries via addenda	October 1, 2024; 11:00 A.M CT.
4. Submittal Deadline	October 8, 2024; 11:00 A.M CT.
5. Committee Review period	October 14, 2024 – October 18, 2024
6. Committee Selection	October 22, 2024;
7. Short list notification (tentative)	October 25, 2024;
8. Short list team interviews (tentative)	November 8, 2024;
9. Selection notification	November 15, 2024;
10. Commission approval	November 20, 2024;
11. Contract Negotiations and NTP	November 25, 2024 – December 16, 2024

NON-MANDATORY PRE-SUBMITTAL MEETING:

September 18, 2024; 1:00 P.M. CT.

In person:

BREC Administration Building, Room 1801 (1801 Conference Room, 1st Floor) 6201 Florida Blvd., Baton Rouge, Louisiana, 70806

On Device:

Virtual: Microsoft Teams meeting

[Click Here to Join the Meeting](#)

Meeting ID: 213 996 005 610

Passcode: g8yxexZ

Prospective Submitters may participate in the conference to obtain clarification of the requirements of the RFQ and to receive answers to relevant questions. Any firm intending to submit should have at least one duly authorized representative attend the Pre-submittal 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.

1.5 Procedures for Submission

Ten (10) paper sets and one (1) digital set (USB drive) of the entire RFQ package are required to be submitted by the submittal opening date and time.

Submittals are to be either mailed or hand-delivered to: BREC Purchasing Division
6201 Florida Blvd. Baton Rouge, LA 70806

Submittals are to be marked:

Request for Qualifications No. 227

PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR NEW SAFE ROOM – AIRLINE COMMUNITY PARK

Submittal Opening Date: **October 8, 2024**

Submittal Opening Time: **11:00 A.M. CT**

Submittal respondents assume the risk of the method of dispatch chosen. BREC assumes no responsibility for delays caused by the chosen delivery service for delivery of the submittal. Postmarking by the due date shall not substitute for actual submittal receipt by the BREC Purchasing Division. Late RFQ submissions shall not be accepted, nor shall additional time be granted to any potential Submittal Respondent.

Faxed or emailed submittals will not be accepted.

1.6 Procedures for Questions / Clarifications Prior to Submittal

During the procurement and evaluation process, communications shall be via email. The primary point of contact for this solicitation is:

Dedra Fountain, BREC Purchasing Division (225)-272-9200 ext 1581, dedra.fountain@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, [LaPAC Public Menu \(louisiana.gov\)](http://LaPAC Public Menu (louisiana.gov)), 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 submitters.

Inquiries shall be submitted in writing by an authorized representative of the submitter, 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 submitters.

1.7 Submittal Format

Submittals should be organized in a clear and concise manner. **Ten (10) paper sets and one (1) digital set (USB**

drive) of the entire RFQ package are required to be submitted by the submittal opening date and time. The format for the submittal should be as follows:

1. Cover Letter / Executive Summary - See below.
2. BREC Standard Form - Statement of Qualifications AE Services (BREC SOQ-AE) – Attachments A & B. See Below for more information.
3. Submittal Documents – Attachment C. Complete forms as noted, including bidder’s organization, and corporate resolution as required.

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, Federal Tax ID number of firm; contact person and title, address, phone, e-mail; Contact person shall be authorized to contractually obligate the Respondent on behalf of the Respondent.
- b. **Summary:** A short statement summarizing the Submitter’s understanding of the scope of the project, ability to perform the services described in the RFQ and confirms that Submitter is willing to perform those services and enter into a contract with BREC.
- c. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- d. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- e. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- f. Any other information that the Respondent feels appropriate;
- g. **RFQ Compliance:** Illustrating and describing compliance with the RFQ requirements.
- h. **Signature:** By signing the letter and/or the submittal, the Respondent certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the submittal must be:
 - i. A current corporate officer, partnership member, or other individual specifically authorized to submit an RFQ 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.
- i. **Disadvantaged Business Enterprises (DBE):** BREC strongly encourages the acquisition of professional 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”). BREC’s desired goal is to have a 15% DBE participation.

2. **BREC Standard Form - Statement of Qualifications for AE Services** –

See Attachment A for Instructions for Completing the BREC SOQ-AE, Attachment B.

- a. Please note that the prime firm must use the BREC Standard Form - Statement of Qualifications AE Services (BREC SOQ-AE). Only prime firm forms will be required for submission. A blank form has been attached to this solicitation and must be provided as part of the RFQ package. Architectural firms are to be the prime, and are limited to one submittal, whether alone, or as a joint venture. If a

prime firm submits more than one (1) application for this project, all Qualification Statements of such firm will be rejected. This does not limit specialty Architectural firms from entering into non-exclusive non-prime agreements as a consultant to more than one Submittal Respondent.

- b. The submission of Form BREC SOQ-AE is to be by the prime firm only. Item 6 of that form is for the listing of subconsultants. Subconsultants are not to submit a Form BREC SOQ-AE.
- c. Some pages of the Form BREC SOQ-AE may be reproduced in order to complete the submission of the required information, such as Item 6. Additionally, failure to submit all of the information on Form BREC SOQ-AE shall be considered non-responsive and may be disqualified.
- d. Submittal Respondents shall respond to the written RFQ and any exhibits, attachments, or amendments.
- e. Unless otherwise stated or required by the instructions, no attachments or embellishments to the Form BREC SOQ-AE are requested or allowed.
- f. The purpose of this form (BREC SOQ-AE) is to provide members of the selection committee with specific information regarding the qualifications of interested firms submitting for this project.

1.8 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 submittal. If included in the RFQ, cost information will not be considered confidential under any circumstance. Any submittal 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. Submitters 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 Submitter at the time of submission of its Technical Submittal. Submitters should refer to the Louisiana Public Records Act for further clarification.

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

"The data contained in pages_of the submittal 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 Submitter as a result of or in connection with the submission of this submittal, 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 Submitter, without restrictions."

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

Submitters must be prepared to defend the reasons why the material should be held confidential. If a competing submitter or other person seeks review or copies of another submitter'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 submittal, 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 submittal. 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 submittal contains confidential information, you should also submit a redacted copy along with your submittal. 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."

1.9 Errors and Omissions in Submittal

BREC will not be liable for any error in the submittal. Submitter will not be allowed to alter submittal documents after the deadline for submission, except under the following condition: BREC reserves the right to make corrections or clarifications due to patent errors identified in submittals by BREC or the Submitter. BREC, at its option, has the right to require clarification or additional information from the Submitter.

1.10 Submittal Guarantee (not required)

1.11 Performance Bond (not required)

1.12 Changes, Addenda, Withdrawals

BREC reserves the right to change the calendar of events or issue Addenda to the RFQ at any time. BREC also reserves the right to cancel or reissue the RFQ.

If the Submitter needs to submit changes or addenda, such shall be submitted in writing prior to the submittal opening, signed by an authorized representative of the Submitter, cross-referenced clearly to the relevant submittal section, and submitted in a sealed envelope marked as stated in Section 1.7. Such shall meet all requirements for the submittal.

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

1.13 Material in the RFQ

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

1.14 Waiver of Administrative Informalities

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

1.15 Submittal Rejection

Issuance of this RFQ in no way constitutes a commitment by BREC to award a contract. BREC reserves the right to accept or reject any or all submittals or to cancel this RFQ 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 submittal.

1.16 Ownership of Submittal

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 submittals submitted timely will be retained by BREC and not returned to Submitters. 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 Submitters or Consultants prior to issuance of or entering into a Contract. Costs associated with developing the submittal, preparing for oral presentations, and any other expenses incurred by the Submitter in responding to the RFQ are entirely the responsibility of the Submitter, 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

1.20 Submittal Validity

All submittals shall be considered valid for acceptance until such time an award is made, unless the Submitter provides for a different time period within its submittal response. However, BREC reserves the right to reject a submittal if the Submitter's response is unacceptable and the Submitter is unwilling to extend the validity of its submittal.

1.21 Prime Consultant Responsibilities

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

1.22 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.

1.23 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 RFQ. This general requirement notwithstanding, Submitters may enter into subconsultant arrangements. Submitters may submit a submittal

in response to this RFQ, 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. Submitters /Prospective Consultants are strongly encouraged to make positive efforts to utilize minority subconsultants for a portion of this project. Submitters are requested to include in their submittal 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 RFQ, 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.

1.24 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Submitters determined to be reasonably susceptible of being selected for award. BREC reserves the right to enter into an Agreement without further discussion of the submittal based on the initial submittals received.

Any commitments or representations made during these discussions, if conducted, may become part of the Agreement.

Written or oral discussions/presentations for clarification may be conducted to enhance BREC understanding of any or all of the submittals. Neither negotiations nor changes to vendor submittals will be allowed during these discussions. Submittals may be accepted without such discussions.

1.25 Acceptance of Submittal Content

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Submitters to accept these obligations shall result in the rejection of the submittal.

1.26 Evaluation and Selection (see Part III EVALUATION)

1.27 Contract Negotiations

If for any reason the Submitter whose submittal is most responsive to BREC's needs and evaluation factors set forth in the RFQ considered, does not agree to a contract, that submittal shall be rejected, and BREC may negotiate with the next most responsive Submitter. 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.

1.28 Contract Award and Execution

BREC reserves the right to enter into an Agreement without further discussion of the submittal based on the initial submittals received.

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

In no event is a Submitter to submit its own standard contract terms and conditions as a response to this RFQ. The Submitter needs to address the specific language in the RFQ and the submittal form and submitter's information (Attachments B and C) and submit with their submittal 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 Submitter 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 Submitter.

Award shall be made to the Submitter whose submittal, conforming to the RFQ, will be the most advantageous to BREC.

BREC intends to award to a single Submitter.

1.29 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 Submitter will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the RFQ 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 Submitter.

Purchasing shall notify all unsuccessful Submitters 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.

1.30 Debriefings

Debriefings may be scheduled by the participating Submitters 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 1581 or E-mail to dedra.fountain@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own submittal 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

Upon award Consultant shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment D). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by BREC before work commences. BREC reserves the right to require complete certified copies of all required policies, at any time.

1.32 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.

1.33 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

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related to Service Provider's operations under this Agreement.

1.34 Fidelity Bond Requirements (not required)

1.35 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, an 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

1.38.1 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.

1.38.2 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.

1.38.3 Termination for Lack of Appropriated Funds –

Should the RFQ 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 RFQ 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.

1.39 Assignment

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

1.40 No Guarantee of Quantities

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.

1.41 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.

1.42 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.

1.43 Record Retention

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

1.44 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ 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.

1.45 Content of Contract/Order of Precedence

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

1.46 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ 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.

1.47 Substitution of Personnel

BREC intends to include in any contract resulting from this RFQ 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 Submittal.

1.48 Governing Law

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All submittals 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 RFQ.

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.

1.49 Claims or Controversies

Any submitter 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 submittal 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 submitter 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.

1.50 Respondent's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any submittal for \$25,000 or more, the Respondent certifies that their company, any subconsultants, or principals are not suspended, debarred, or otherwise excluded from, or ineligible for participation in Federal programs or activities in accordance with the requirements in 2 CFR 200.214 and 2 CFR 180.300

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>. The selected firm must have an active registration in www.sam.gov

PART II. SCOPE OF WORK / SERVICES

2.1 Scope of Services and Deliverables

The scope of work is the delivery of a design development package (based on an existing schematic design previously completed as required during the application process) for this dual-use hurricane safe room, providing Design Development Documents (based on an existing Schematic Design previously completed as required during the application process), Construction Documents, and Construction Administration services for a federally- funded dual-use FEMA safe room, in compliance with all applicable guidance, including:

- The Federal Emergency Management Agency's (FEMA) P-361, Design and Construction Guidance for Community Safe Rooms (fourth edition, April 2021) and the corresponding requirements of the International Code Council's ICC 500 Standard for the Design and Construction of Storm Shelters (December, 2020)
- Code of Federal Regulations, 2CFR200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- The Disaster Recovery CDBG Grantee Administrative Manual (OCD Admin Manual).

A multi-disciplinary team with expertise in similar project types including environmental planning, civil/site engineering, traffic engineering, structural engineering, mechanical engineering, electrical engineering, landscape architecture, interior design, and operations, Land Surveying and Geotechnical Engineering.

The construction delivery method will be Construction Manager at Risk (CMaR).

BREC reserves the right to review the submitted design team and reject any consultants identified to be a part of the prime consultant's team due to poor past performance.

2.2 Period of Agreement

The currently scheduled Substantial Completion date is approximately 14-16 months following the issuance of a Notice to Proceed to the General Contractor. Architect will be responsible for providing a complete project schedule.

2.3 Price Schedule (not applicable)

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

2.4 Location

Location of the work:

- Airline Community Park – 17200 Airline Hwy, Baton Rouge, LA 70817

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

- Airline Community Park – 17200 Airline Hwy, Baton Rouge, LA 70817
- BREC's Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.

PART III. EVALUATION

3.1 Technical Submittal Scoring

To evaluate all submittals, a committee whose members have expertise in various areas has been selected. This committee will determine which submittals are reasonably susceptible of being selected for award.

The selection committee will include various members of BREC administration.

The Committee will evaluate all Submittals and develop a “short-list” of the most qualified firms. Each submittal will be judged as to the Consultant’s capabilities and experience to perform the Scope of Services. Selection will be based on a 100-point criterion as noted below.

It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the professional. Requested information is intended to assist the Committee in gauging a fair and equitable fee for the services requested. BREC may, at its option, negotiate and modify the Scope of Work/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 Respondent whose submittal, conforming to the RFQ, will be the most advantageous to BREC.

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

Formatting your submittal into these categories will greatly improve the reviewing Committee’s chances of finding the key material and scoring accordingly.

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

The following criteria are of importance and relevance to the evaluation of this RFQ.

Evaluation criteria scoring example (subject to change):

Project Team's ability to meet project scope and technical requirements	30 pts total
· Demonstrate capability to provide the Scope of Services by showing a clear understanding of the requirements and the work to be performed.	15
· An interactive approach with BREC staff and it's board members, the public, and sufficient involvement on behalf of the principal/project manager.	5
· Describe the project team leader's personal qualifications and other project work they will be involved with during the period of this contract.	10
Project Team's Qualifications & Experience	30 pts total
· Technical competence, experience and education of key personnel including number of qualified staff and support staff	10
· Quality of Work samples and References	10
· Team experience in working on similar storm shelter projects	10
Project Approach & Methodology	30 pts total
· Submitted methodology for completing work	10
· Demonstrate thorough approach to the project	10
· Clearly explain procedures that will be used for the project	10
Schedule	10 pts total
· Work program schedule submitted for the tasks included in the Scope of Services	10
TOTAL POINTS POSSIBLE	100 pts

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Qualification 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

5.1 Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 Anti-Kickback Clause

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

5.3 Clean Air Act

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

5.4 Energy Policy and Conservation Act

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

5.5 Clean Water Act

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

5.6 Anti-Lobbying and Debarment Act

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

5.7 Prohibition of Discriminatory Boycotts

In accordance with LA R.S. 39:1602.1 the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees:

By submitting a response to this solicitation, the submitter certifies and agrees that the following information is correct: in preparing its response, the submitter has considered all submissions from qualified potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel controlled territories with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination or commercially limiting action. BREC reserves the right to reflect the response of the submitter if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

5.8 Certification of no federal suspension or debarment

By signing and submitting any bid for \$25,000 or more, the bidder 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 "audit requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

INSTRUCTIONS FOR COMPLETING FORM BREC SOQ-AE

Note: Numbers below correspond to numbers contained in Form BREC SOQ-AE (dated 05/29/24).

1a. Indicate in this block the complete name of the submitting Prime Firm.

1b. Indicate in this block the address (physical and mailing, if different) of the specific office of the prime firm that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the "main office" or "branch office".

2a. Indicate in this block the name, title, state license or registration number, telephone number, fax number and e-mail address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.

2b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. **Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.**

3a. If applicable, indicate the firm's Louisiana State Board of Architectural, Engineering, Surveying, Landscape Architectural, Interior Designer License or Registration number and the date granted. For an individual or non-incorporated firm, a copy of your current Registration Certification Card shall be attached to the form. For all architectural, engineering, surveying, landscape architectural or interior design firms that are incorporated, a copy of the firm's Certificate of Registration shall be attached to the form. **Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.**

3b. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line, or if no office or facility in the Parish of East Baton Rouge, the information for the firm's location.

4. Indicate in this block by discipline, the number of all Prime Firm employees presently employed at the work location (Item 1b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

The term "Architect", "Engineer", "Surveyor", "Landscape Architect" or "Interior Designer" shall mean a Registered or Licensed Professional Architect, Engineer, Landscape Architect, or Interior Designer that is currently registered with the appropriate Louisiana State Board for Architectural Examiners or Engineering Examiners or Landscape Architectural Examiners or Interior Designer Examiners. Include all clerical personnel as "Administrative." If applicable, write in any other additional disciplines not indicated, e.g., planners, biologists, etc. In all cases, indicate the total number of people in each blank space and show grand total. For national firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item 1b for this project, the firm shall submit separate BREC SOQ-AE Forms showing those offices as sub-consultants for this project.

5. The Prime Firm shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1b).

6. The Prime Firm shall list in this block the name(s) of the various sub-consultants(s) that will be performing other work task(s). Please identify if the consultant is a DBE firm. The prime shall also indicate the specific technical or professional responsibilities the consultants(s) will be performing, and the percentage of the total work that will be performed by the consultant. Additionally, the prime shall indicate in the appropriate block the prime's previous working

relationships with the consultant or associate listed. Additional copies of Item 6 may be attached.

7. Indicate in this block the overall project organizational chart showing individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any sub-consultants, if applicable. The individual who is the contact person (Item 2a) shall also be indicated in the organizational chart and their relationship to the project team. **A Project Manager shall be clearly identified that will be assigned to lead the project throughout its entirety.** The names listed will be expected to be on the team for the Project if awarded the contract.

8. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 4) on this project. Care should be taken to limit resumes to only those key persons or specialists that will have major project responsibilities. Each resume must include: (a) name of each key person, title, company; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with BREC and FEMA Safe Rooms, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)

9. In this block the respondent shall list the five (5) largest current projects the prime firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1c). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

10. The respondent may list up to seven (7) projects that the prime firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on, this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

11. The respondent must list in this block all BREC projects which have been awarded the firm as **prime firm** during the past ten (10) years. Required information must include: (a) name and type of project, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

12. Use this space to best illustrate qualifications of this firm to perform this project, project approach, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to items listed in the RFQ Evaluation Criteria (PART III) and the stated scope of work should be included. A maximum of four (4) additional sheets may be utilized to answer this question. All other attachments not specifically requested are considered embellishments.

BREC STANDARD FORM Statement of Qualifications AE Services (BREC SOQ-AE)		Prime Architectural & Engineering Services	
1a. Official Name of Firm	1b. Official Address (mailing and physical if different)	RFQ No, 227 Professional Architectural Design Services for a New Safe Room at Airline Community Park	
2a. Principal to contact (must be same person certifying Item 2b). Name/Title: LA License/Registration No.: Telephone No.: Fax No.: E-Mail:		2b. I certify that the following information is accurate and complete to the best of my knowledge. Signature: _____ Date: _____	
3a. Prime Firm's Louisiana license/registration number and date granted (note: Attach a copy of document).		3b. Current local occupational license number, if applicable.	
4. Personnel by discipline of <u>Prime Firm</u> (list each person only once, by primary function). <i>All disciplines may not be necessary for project.</i>			
_____ Administrative	_____ Electrical Engineers	_____ Landscape Architects	_____ Other
_____ Architects	_____ Engineer-In-Training	_____ Land Surveyor-In-Training	_____
_____ Civil Engineers	_____ Environmental Engineers	_____ Mechanical Engineers	_____
_____ Construction Inspectors	_____ Estimators	_____ Professional Land Surveyors	_____
_____ Draftsmen/CADD Operators	_____ Geologists	_____ Sanitary Engineers	_____
_____ Designer/Technician	_____ Geotechnical Engineers	_____ Specification Writers	_____
_____ Ecologists	_____ Interior Designers	_____ Structural Engineers	_____ Total Personnel
5. Indicate the area(s) of responsibility for this project of the Prime Firm.			

USE ADDITIONAL SHEETS IF NEEDED

6. List Sub-consultants to be utilized on this project. A Sub-consultant not listed here may be utilized on this project only after obtaining written concurrence from BREC, if applicable. Include separate DBE documents as needed.

Name and Address	Specific Responsibilities and scope of work on this project	Approximate % of work this project	Worked w/ Prime before (YES or NO)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

USE ADDITIONAL SHEETS IF NEEDED

7. Project organization chart. Identify the key personnel and their responsibilities for this project. A Project Manager shall be clearly identified that will be assigned to lead the project throughout its entirety. Include Sub-consultants as appropriate.

8. Brief resume of key personnel.	
a. Name and title, and company	a. Name and title, and company
b. Position or assignment for this project	b. Position or assignment for this project
c. Years professional experience With this firm _____ With other firms _____	c. Years professional experience With this firm _____ With other firms _____
d. Active registration: state/discipline/license number or applicable certifications for inspectors	d. Active registration: state/discipline/license number or applicable certifications for inspectors
e. Specific experience and qualifications relevant to this project	e. Specific experience and qualifications relevant to this project

USE ADDITIONAL SHEETS AS NEEDED

9. List five (5) largest current projects under contract or under contract negotiations that are being (or will be) performed at the official address listed in Item 1b.

a. Project Type or Name Project <ul style="list-style-type: none"> · Description · Name of Architect in Responsible Charge · Client Contact Person and Phone Number 	b. Nature of firm's responsibility	c. Actual (A) or Estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date
1.				
2.				
3.				
4.				
5.				

10. List up to seven (7) projects your firm has performed within the past 10 years that are similar or comparable to the proposed project.				
a. Project Type or Name Project · Description · Name of Architect in Responsible Charge · Client Contact Person and Phone Number	b. Nature of firm’s responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date
1.				
2.				
3.				
4.				
5.				
6.				
7.				

11. List all BREC projects which have been awarded to applicant as a prime during the past ten (10) years.				
a. Project Type or Name Project • Description • Name of Architect in Responsible Charge • Client Contact Person and Phone Number	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date

USE ADDITIONAL SHEETS AS NEEDED

12. Use this space to best illustrate qualifications of this firm to perform this project, project approach, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to items listed in the RFQ Evaluation Criteria (PART III) and the stated scope of work should be included. A maximum of four (4) additional sheets may be utilized to answer this question. All other attachments not specifically requested are considered embellishments.

SUBMITTAL FORM

BREC

Statements of Qualifications will be received until **11:00 A.M. CT., September 5, 2024** by the BREC Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, LA 70806 at which time submittals will be publicly opened.

SUBMITTAL OF _____

ADDRESS _____

DATE _____

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

**REQUEST FOR QUALIFICATIONS No. 227
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR A NEW SAFE ROOM AT AIRLINE COMMUNITY PARK**

as set forth in the following Contract Documents:

1. Notice to Respondents
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Submittal 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 submittal as principals are those named herein; that this submittal 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 submitted work, and submits, and agrees, if this submittal 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, 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.

SUBMITTER'S ORGANIZATION

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 submittals 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 DOCUMENT –
INFORMATION PURPOSES ONLY

Sample Contract for:

REQUEST FOR QUALIFICATIONS No. 227
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
A NEW SAFE ROOM AT AIRLINE COMMUNITY PARK

Refer to the AIA B101 – 2017 Standard Form of Agreement Between Owner and Architect

AFFIDAVIT

SAMPLE DOCUMENT –
INFORMATION PURPOSES ONLY

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 QUALIFICATIONS No. 227
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
A NEW SAFE ROOM AT AIRLINE COMMUNITY PARK**

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

SAMPLE DOCUMENT –
INFORMATION PURPOSES ONLY

Insurance Requirements for:

**REQUEST FOR QUALIFICATIONS No. 227
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
A NEW SAFE ROOM AT AIRLINE COMMUNITY PARK**

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
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.

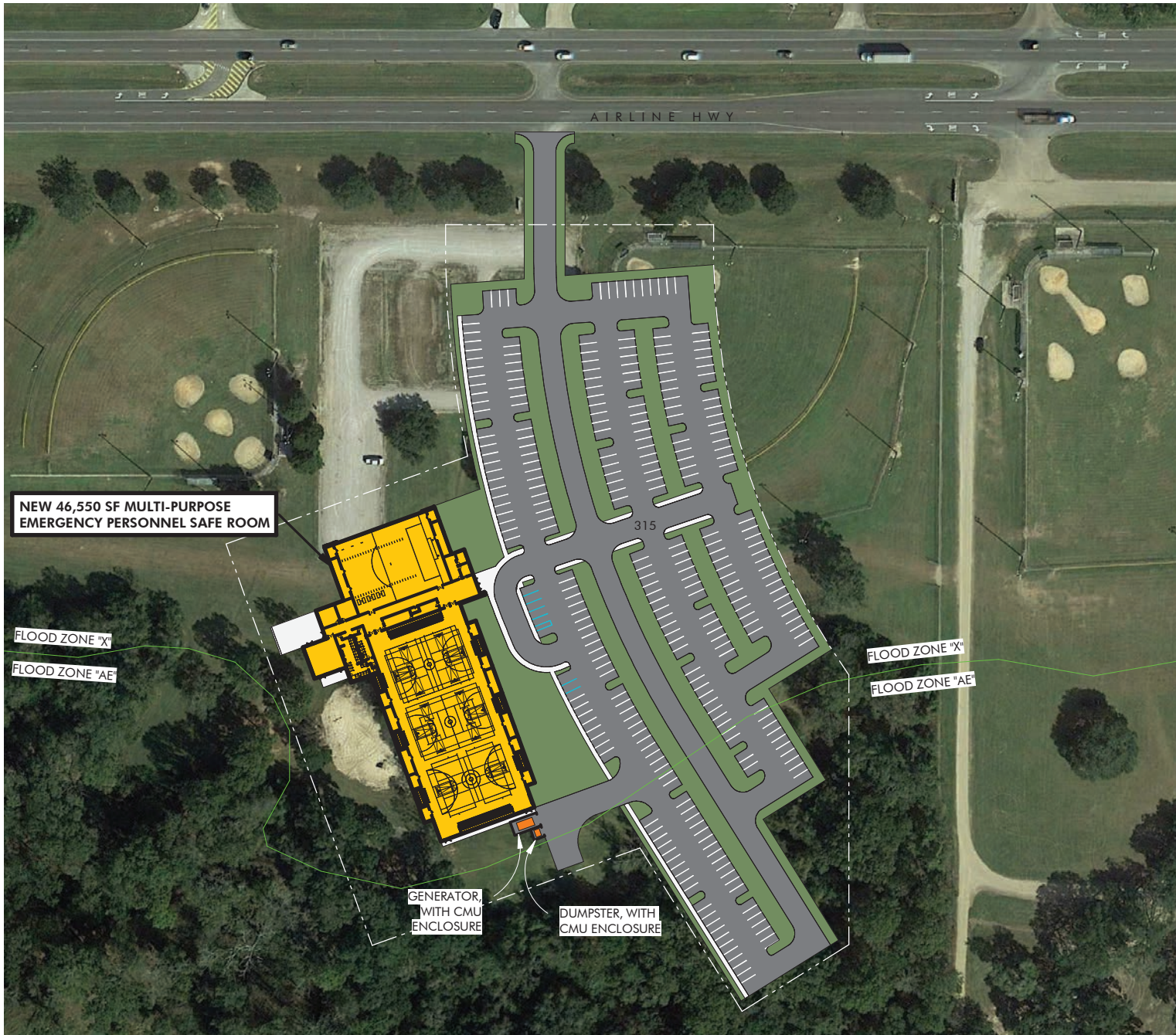
- G. The Certificate Holder should be shown as: BREC,
Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806

THE FINAL DESIGN OF THIS FACILITY WILL MEET OR EXCEED THE REQUIREMENTS OF FEMA P-361

EMERGENCY PERSONNEL SAFE ROOM

AIRLINE HIGHWAY PARK
17200 AIRLINE HWY
BATON ROUGE, LA
70817

APPROXIMATE CENTER OF BUILDING:
30° 20' 57.81" N 91° 00' 02.65" W



PROPERTY AREA = 352,939 SF

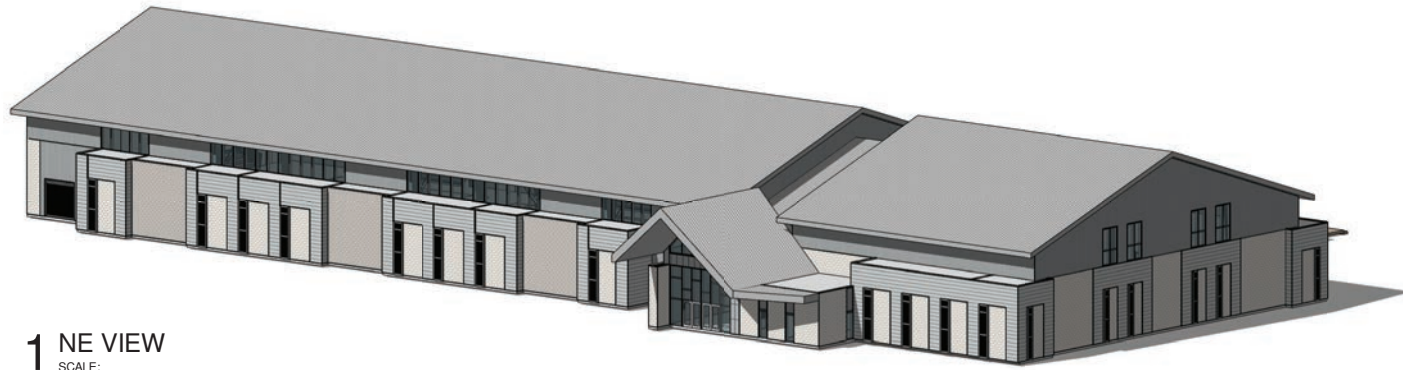
FLOOD ZONE "X"



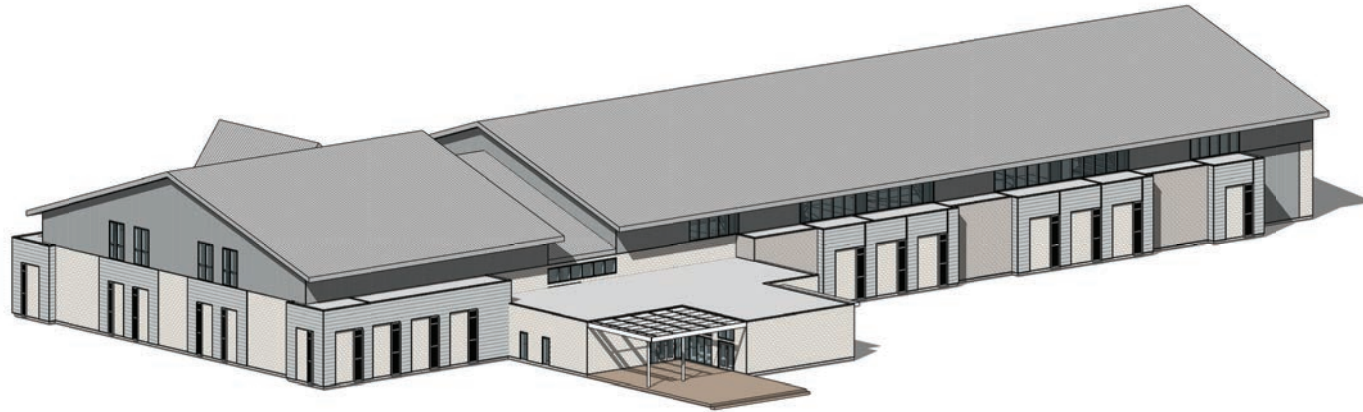
1 SITE PLAN
SCALE: 1" = 160'-0"

THE FINAL DESIGN OF THIS FACILITY WILL
MEET OR EXCEED THE REQUIREMENTS OF
FEMA P-361

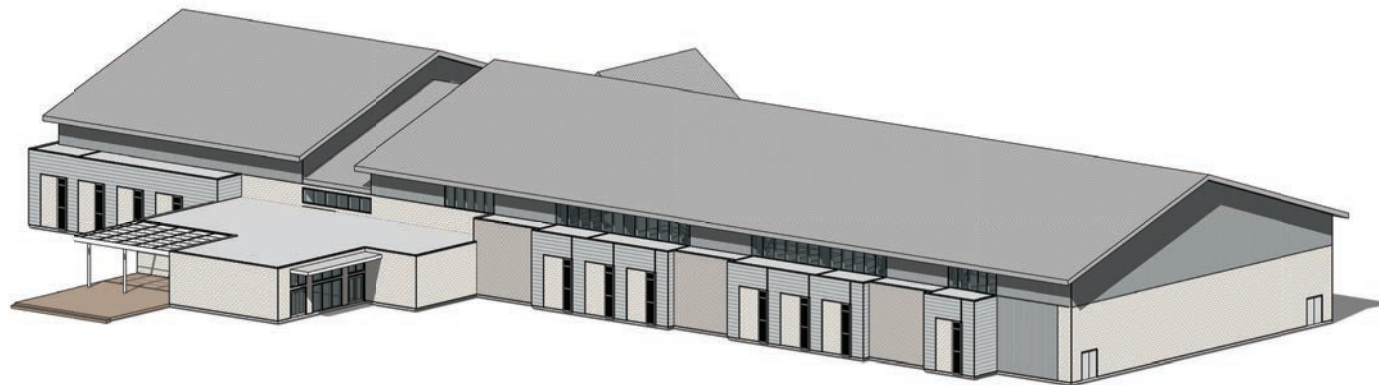
EMERGENCY PERSONNEL SAFE ROOM



1 NE VIEW
SCALE:



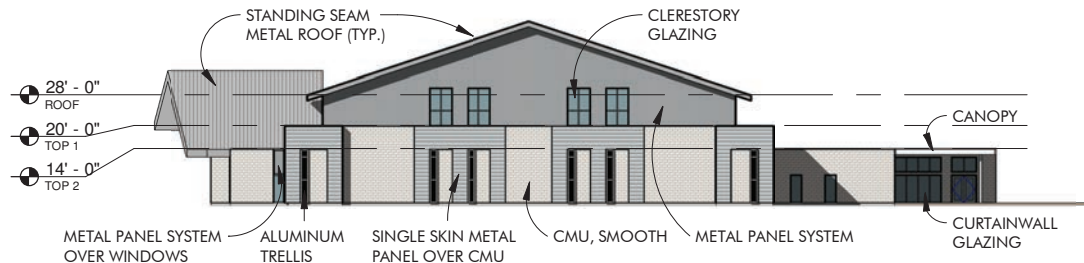
2 NW VIEW
SCALE:



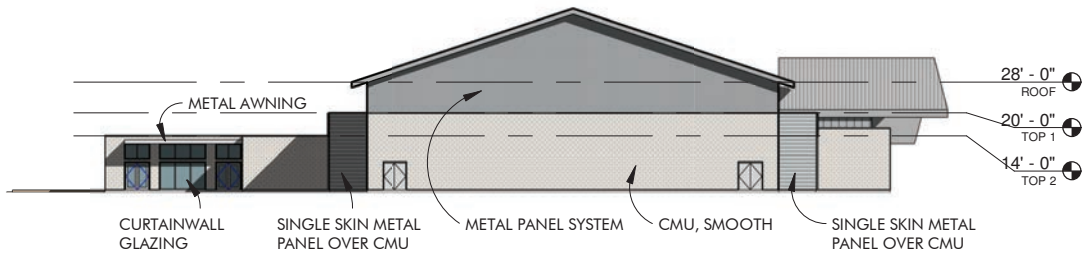
3 SW VIEW
SCALE:

THE FINAL DESIGN OF THIS FACILITY WILL MEET OR EXCEED THE REQUIREMENTS OF FEMA P-361

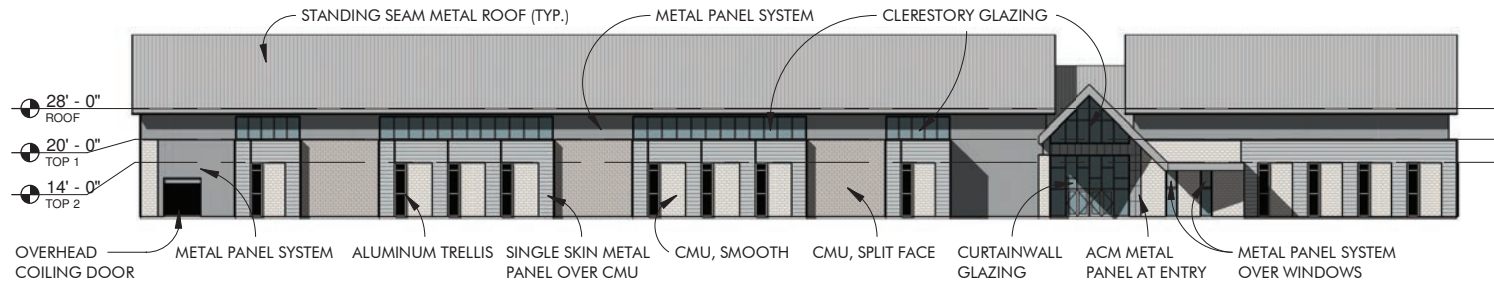
EMERGENCY PERSONNEL SAFE ROOM



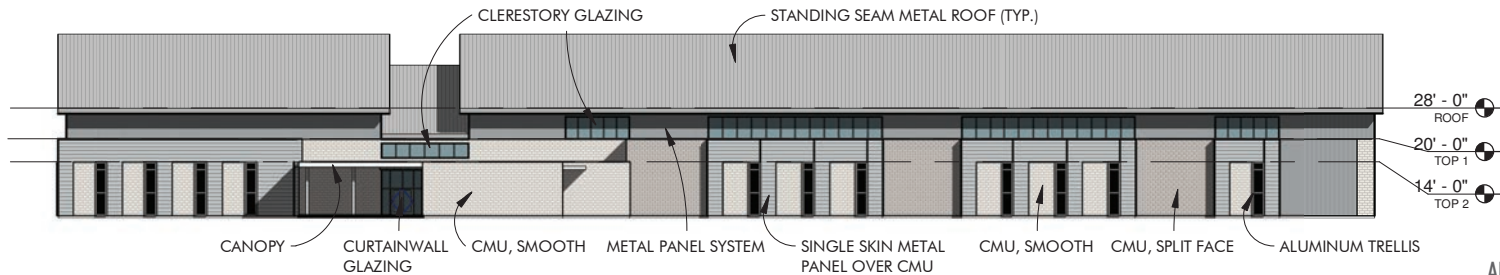
1 NORTH
SCALE: 1" = 50'-0"



2 SOUTH
SCALE: 1" = 50'-0"



3 EAST
SCALE: 1" = 50'-0"



4 WEST
SCALE: 1" = 50'-0"

THE FINAL DESIGN OF THIS FACILITY WILL MEET OR EXCEED THE REQUIREMENTS OF FEMA P-361

DESIGN WIND LOAD IS 160 MPH

EMERGENCY PERSONNEL SAFE ROOM

OCCUPANT COUNT

SAFE ROOM GROSS AREA = 46,550 SF

FROM ICC 500, SECTION 501:

46,550 SF - 1,730 SF = 44,820 SF
(FIXED SEATING SUBTRACTION)

44,820 SF - 15% = 38,097 SF USABLE AREA

38,097 SF / 40 SF = 953 PERSONS

REQUIRED SANITATION FACILITIES

(FROM ICC 500, TABLE 703.2)

COMMUNITY SHELTER > 50 OCCUPANTS
= 1 TLT/ 50 OCC
= 1 LAV/ 100 OCC

953 PERSONS / 50 = 20 TOILETS
953 PERSONS / 100 = 10 LAVATORIES

(FROM IBC 2015)

OCCUPANCY	TOILETS	LAV	REQ. FIXTURES
A-3 (GYMNASIUM)	M-1/125 F-1/65	1/200 1/200	6/4 12/4
E (EDUCATIONAL)	M-1/50 F-1/50	1/50 1/50	1/1 1/1
B (BUSINESS)	M-1/25 F-1/25	1/40 1/40	1/1 1/1

TOTAL FIXTURE COUNT (TOILET/LAV): M- 8/6
F- 14/6

WATER SUPPLY + WASTE WATER STORAGE

(FROM ICC 500, TABLE 703.3)

COMMUNITY SHELTER > 50 OCCUPANTS

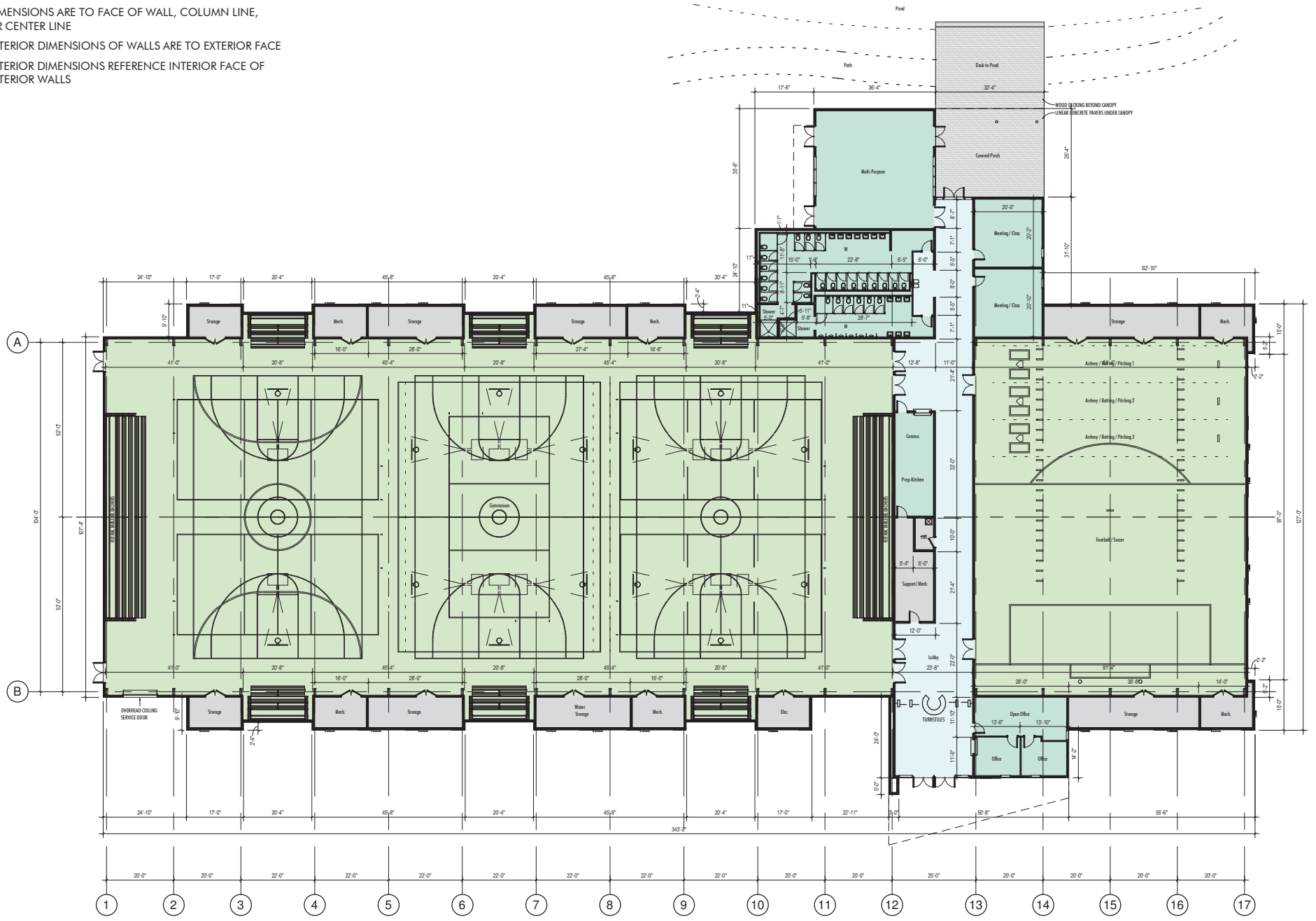
POTABLE WATER: 1 GAL / OCC = 953 GALLONS
WASTE WATER: 1.5 GAL / OCC = 1,430 GALLONS



1 LEVEL 1
SCALE: 1" = 50'-0"

NOTE: FEMA RFI 1

DIMENSIONS ARE TO FACE OF WALL, COLUMN LINE,
OR CENTER LINE
EXTERIOR DIMENSIONS OF WALLS ARE TO EXTERIOR FACE
INTERIOR DIMENSIONS REFERENCE INTERIOR FACE OF
EXTERIOR WALLS



1 LEVEL 1
SCALE: 1" = 40'-0"