

# **REQUEST FOR QUALIFICATIONS**

## **ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, and ENGINEERING SERVICES**



**Solicitation No: 231**  
**RFQ Issue Date: April 3, 2025**

**Opening Date & Time:**  
**Thursday, May 6, 2025**  
**11:00 A.M. CT.**

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

Project Management Team:  
BREC Planning and Engineering Department

(03/28/2025)

**NOTE TO RESPONDENTS:**

- Submit the required number of copies as outlined within this document, with all required information as your Statement of Qualifications package.
- Retain a copy of your Statement of Qualifications and a complete copy of this RFQ for your records.

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## **ATTACHMENT A**

2025-2028 CAPITAL IMPROVEMENT PROJECT LIST

## **ATTACHMENT B**

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

## **ATTACHMENT C**

Submittal Form

Submitter’s Organization

Corporate Resolution

## **ATTACHMENT D**

Sample Contract

Affidavit

Insurance Requirements

## **REQUEST FOR QUALIFICATIONS No. 231**

for

Architectural, Landscape Architectural, and Engineering Services

### **PART I. SCOPE 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, Landscape Architectural, and Engineering firms to provide professional services related to planning, design, construction documentation, bidding/award assistance, and construction administration for BREC capital improvement projects throughout the parish on an “as needed” basis.

It is the intention of BREC to contract with several professional service firms for multiple planning and design projects, many including construction administration. These firms may be selected for a single project or for multiple projects through the end of 2028. BREC will pre-qualify firms based on qualifications and experience shown in their response and criteria specified in this RFQ. Consultants selected will be considered the lead consultant and will be responsible, as part of the project and project fee, for contracting with sub consultants as typically needed.

BREC’s capital improvement project programs may include project types such as new, renovated, or repurposed recreation centers; maintenance buildings; athletic/sports facilities; greenway trails; community parks; neighborhood parks; conservation areas; cultural/historic areas; support areas; parking; fishing areas; and improvements to special use facilities (golf course facilities, horse activity center, etc.); as well as modifications, renovations and enhancements to existing parks, recreation and other special use facilities. Modifications to existing buildings may include structural modifications, re-roofing, facility expansion, HVAC improvements, and other related activities.

Firms will be selected by a BREC Professional Services Selection Committee. To keep a balanced approach, please do not contact the Professional Services Selection Committee or BREC staff for additional information in regard to these projects.

#### **1.2 Location**

Location of the work: various parks and facilities throughout the BREC system in East Baton Rouge Parish.

Meetings/Delivery may be performed, completed or managed at the project site or BREC’s Administration building at 6201 Florida Boulevard, Baton Rouge, LA 70806.

#### **1.3 Definitions**

- a. BREC - Recreation and Park 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 Submitter concerning this RFQ.
- d. Department - Department for whom the Request for Qualifications is issued.
- e. 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.
- f. May - The term “may” denotes an advisory or permissible action.
- g. Must - The terms “must” denotes mandatory requirements.
- h. RFQ - Request for Qualifications
- i. Selection Committee - Individuals assigned to review the submittals and recommend award.
- j. Shall - The term “shall” denotes mandatory requirements.
- k. Should - The term “should” denote desirable.
- l. Team – Project Management Team assigned to work with the selected Consultant throughout the project.
- m. Design Team – Prime Consultant along with all subconsultants

#### 1.4 Schedule of Events

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

<b>Event</b>	<b>Anticipated Schedule</b>
1. Deadline for Respondents to send written inquiries	April 29, 2025; 11:00 A.M. CT.
2. Deadline for BREC to answer written inquiries via addenda	May 1, 2025; 11:00 A.M. CT.
<b>3. Proposal Submittal Deadline</b>	<b>May 6, 2025; 11:00 AM CT.</b>
4. Committee Review period	May 7, 2025 – May 14, 2025
5. Selection notification	May 15, 2025
6. Commission approval	May 22, 2025

#### 1.5 Procedures for Submission

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. 231  
ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, and ENGINEERING SERVICES  
Submittal Opening Date/Time: Thursday, May 1, 2025; 11:00 A.M. CT

**All submittals shall be received no later than 11:00 A.M. CT, Thursday, May 6, 2025**

BREC assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Faxed or emailed submittals will not be accepted.

#### 1.6 Procedures for Questions/Clarifications Prior to Submittal

All inquiries and/or requests for clarification must be submitted by email no later than **11:00 A.M. CT., Tuesday, April 29, 2025**. Requests for clarification received after this date will be discarded.

Submit questions by email to:

Dedra Fountain, BREC Purchasing Division, (225)-272-9200 ext. 1581, [dedra.fountain@brec.org](mailto: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 <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

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

Inquiries shall be submitted in writing by an authorized representative of the Respondent, 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 prospective Respondents.

### 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** – 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 background, interest in BREC projects, 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,
    - iii. 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. **2025-2028 Capital Improvement Projects List** – Attachments A. Indicate project(s) firm is interested in serving as the lead consultant.
3. **BREC Standard Form - Statement of Qualifications (BREC SOQ)** – Attachment B.
  - a. Some pages of the Form BREC SOQ may be reproduced in order to complete the submission of the required information. Failure to submit all of the information on Form BREC SOQ shall be considered non-responsive and may be disqualified.
  - b. Submittal Respondents shall respond to the written RFQ and any exhibits, attachments, or amendments.
  - c. Unless otherwise stated or required by the instructions, no attachments or embellishments to the Form BREC SOQ are requested or allowed.
  - d. The purpose of this form (BREC SOQ) is to provide members of the selection committee with specific information regarding the qualifications of interested firms.
4. **Submittal Documents** – Attachment C. Complete and include the following forms as part of submittal as

required.

- a. SUBMITTAL FORM
- b. SUBMITTER'S ORGANIZATION
- c. CORPORATE RESOLUTION

### 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 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. Respondents 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 Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" to claim protection, if any, from disclosure. The Respondent 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 Respondent 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 Respondent, without restrictions."*

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

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, the state will notify the owner of the asserted data of the request. Suppose the owner of the asserted data does not want the information disclosed. In that case, 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 evaluating the proposal. BREC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained because 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 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. The respondent will not be allowed to alter Submittal documents after the deadline for Submittal 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 Respondent. BREC, at its option, has the right to require clarification or additional information from the Respondent.

**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 an Addenda to the RFQ at any time. BREC also reserves the right to cancel or reissue the RFQ.

If the Respondent needs to submit changes or addenda, they shall be submitted in writing prior to the Submittal opening, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.5. Such shall meet all requirements for the proposal.

A Respondent may withdraw a proposal submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the Respondent's authorized representative must be submitted to Purchasing.

**1.13 Material in the RFQ**

Submittal 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 proposal.

**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 submitted 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 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 Respondents. 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 Respondents or Consultants before issuance of or entering a Contract. Costs associated with developing the Submittal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFQ are entirely the responsibility of the Respondent. They 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 the contract, audit of records, EEOC and ADA compliance, record retention, the content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on a 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 Respondent's cost.



#### **1.20 Submittal Validity**

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

#### **1.21 Prime Consultant Responsibilities**

The selected Respondent shall be required to assume responsibility for all items and services offered in his Submittal, whether he produces or provides them. BREC shall consider the selected Respondent the sole point of contact concerning contractual matters, including payment of 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 before 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 Parish, the successful vendor, if applicable, shall supply evidence of a current occupational license and/or permit issued by BREC.

#### **1.23 Use of Subconsultants**

Each Consultant shall serve as the 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, Respondents may enter sub-consultant arrangements. Respondents may submit a proposal 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 its projects. Respondents/Prospective Consultants are strongly encouraged to make positive efforts to utilize minority sub-consultants for a portion of this project. Respondents are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or sub-consultants.

Each sub-consultant must also provide the information required of the prime Consultant under the terms of the RFQ and agree to be bound by the contract terms. The prime Consultant shall assume total responsibility for compliance.

#### **1.24 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Respondents who submit proposals reasonably susceptible to being selected for award. BREC reserves the right to enter into an Agreement without further discussing the proposal submitted based on the initial offers received.

If conducted, any commitments or representations made during these discussions may be formally recorded in the final contract.

Written or oral discussions/presentations may be conducted to enhance BREC's understanding of all proposals submitted. During these discussions, neither negotiations nor changes to vendor proposals will be allowed. Proposals may be accepted without such discussions.

#### **1.25 Acceptance of Proposal Content**

If a contract ensues, the mandatory RFQ requirements will become contractual obligations. Failure of the successful Respondents to accept these obligations will result in the rejection of the proposal.

#### **1.26 Contract Negotiations**

If the Respondent, whose proposal is most responsive to BREC's needs and evaluation factors outlined in the RFQ considered, does not agree to a contract, that proposal shall be rejected, and BREC may negotiate with the next most responsive Respondent. 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 the BREC Commission before the 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 discussing the proposal submitted based on the initial offers received.

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

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

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

The award shall be made to the Respondent whose proposal, conforming to the RFQ, will be the most advantageous to BREC.

#### **1.28 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 Respondent will be issued. All parties concerned will complete and sign a contract 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 Respondent.

Purchasing shall notify all unsuccessful Respondents of the evaluation process's outcome. 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.

#### **1.29 Debriefings**

The participating Respondents may schedule debriefings after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. To schedule a debriefing, contact may be made by phone at 225-272-9200 extension 1581 or by email at [dedra.fountain@brec.org](mailto:dedra.fountain@brec.org). Debriefings will be solely for reviewing their proposal scoring results with the requesting vendor.

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

#### **1.30 Insurance Requirements**

Upon award Consultant shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment E). 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.

#### **1.31 Subconsultant Insurance**

Upon award, the Consultant shall include all sub-consultants as insureds under its policies or shall ensure that all sub-consultants satisfy the exact insurance requirements stated herein for the Consultant.

#### **1.32 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.

#### **1.33 Fidelity Bond Requirements (not required)**

#### **1.34 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.

#### **1.35 Termination**

##### **1.35.1 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.

##### **1.35.2 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.

##### **1.35.3 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.

#### **1.36 Assignment**

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

#### **1.37 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.

#### **1.38 Audit of Records**

BREC, others so designated by BREC, or another 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.

#### **1.39 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 concerning race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Consultant or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into because of this agreement.

#### **1.40 Record Retention**

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

#### **1.41 Record Ownership**

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

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

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

#### **1.43 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, the beginning/ending date of the contract, the scope of work, and/or a Consultant change through the Assignment of Contract process. Once approved, any such changes will result in the issuance of an amendment to the contract.

#### **1.44 Substitution of Personnel**

BREC intends to include in any contract resulting from this RFQ the following conditions:

Substitution of Personnel: If, during the contract term, the Consultant or sub-consultant 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 will be submitted to BREC for approval before any personnel substitution. It

shall be acknowledged by the Consultant that every reasonable attempt shall be made to assign the personnel listed in the Consultant's proposal.

#### **1.45 Governing Law**

All activities associated with this RFQ 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 RFQ.

Following 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.

#### **1.46 Claims or Controversies**

Any Respondent 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 the facts that form the basis of the protest and the relief requested must be specifically stated. 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 act on protests within fifteen (15) days of receiving them. Upon receipt of a protest, BREC may suspend, postpone, or defer the proposal process and/or award in whole or in part.

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

Protests will be reviewed by a committee appointed by the Superintendent's Office. The committee's decision regarding the protest will be given to the Respondent in writing within ten (10) days after all pertinent information has been considered. The committee's decision 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.

#### **1.47 Respondent's Certification of OMB A-133 Compliance**

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

A list of parties suspended or debarred can be viewed online at <http://www.sam.gov>. The selected firm must have an active registration at [www.sam.gov](http://www.sam.gov)

## **PART II. REQUIREMENTS FOR SUBMISSION**

### **2.1 2025-2028 Capital Improvement Projects List**

Please see **Attachment A** for the list of projects for which BREC may need the use of professional services.

**Indicate which project(s) your firm is qualified for, interested in, and is able to serve as the lead consultant by checking the box under the column titled “Project Selection”. Include this attachment with your submittal.**

Before entering into a contract with BREC the scope of each project below will be defined.

### **2.2 BREC Standard Form – Statement of Qualifications (BREC-SOQ)**

Complete **Attachment B** as the lead consultant to provide required information, background, and firm experience. Indicate the principal who will serve as the point of contact and signatory. Such an individual must be empowered to speak for the firm on policy and contractual matters.

**Failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.**

### **2.3 Agreement**

Although the professional service firms selected under this RFQ shall be considered as being pre-qualified to provide consulting services for a selected number of BREC projects, BREC makes no representation as to the frequency, number or types of projects, if any, which will be assigned to a given firm. Some projects will be contingent on future funding which may not become available. The pre-qualified firms will each agree to perform their professional services in accordance with the BREC fee curve shown below:

Curve Calculator = “CC”

$$\text{Fee Computation: Fee \%} = \frac{50.00}{\text{Log (CC)}}$$

Note for renovation projects requiring greater than ordinary work a renovation factor of 1.05 to 1.2 can be applied, depending upon degree of difficulty. Additionally, simple projects, such as parking lots can have a simplicity factor up to .8 applied. The CC provides an interim fee, which can be adjusted for actual construction costs. Also note that some projects require less than full services such as a project that has been master planned and plans that have been taken through design development. A reduced fee can be expected on these projects.

As an example, a fee for a \$500,000 project with no mitigating factors would be:

$$\text{Fee \%} = \frac{50.00}{\text{Log } (\$500,000)} = 8.774\% \text{ or } \$43,868$$

Note that in limited cases where the Fee Curve may not be appropriate, BREC may require additional information, including requesting detailed proposals on specific projects. Though a firm may be selected through this process for a particular project, selection does not guarantee that BREC will actually contract for a particular project. Anticipated projects may be cancelled or delayed for reasons such as new initiatives or unavailable funding.

For any contract with BREC for professional design services, required documents include a contract agreement, RS 38:2224 Affidavit, proof of insurance, Form W-9, and a corporate resolution if applicable. All vendors contracting with BREC must be registered in good standing with the Louisiana Secretary of State.

## **PART III. EVALUATION**

### **3.1 Submittal Evaluations and Award**

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 to being selected for award. The selection process intends to examine the professional's demonstrated competence and professional qualifications. A written recommendation for the award/project assignments shall be made to BREC's Selection of Professionals Committee and then the BREC Commission for the Respondent whose proposal, conforming to the RFQ, will be the most advantageous to BREC. The committee may reject any or all proposals if none are considered in the best interest of BREC.

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

It is the intent of BREC to engage a wide range of firms in the parish. BREC works only in East Baton Rouge Parish and is supported by taxes from East Baton Rouge Parish. Firms residing in East Baton Rouge Parish will be given additional consideration unless otherwise noted in this document.

### **3.2 Criteria for Selection**

Proposals will be evaluated considering the material and the substantiating evidence presented to BREC, not based on what may be inferred. **Selection will not be made based on fee but the competence and qualifications of the Respondent.**

The following criteria cited herein will be evaluated when reviewing the proposals:

- Relevant Experience and staff qualifications for each Project selected by firm – 10 points
- Quality of Submittal as it relates to each Project selected by firm – 5 points
- Previous experience, familiarity with a particular project, and current work with BREC projects – 5 points

## **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 (not applicable)**



## 2025-2028 CAPITAL IMPROVEMENT PROJECTS

Item #	Proposed Project	Scope	Lead Consultant	Suggested Subconsultants	Project Selection
NEIGHBORHOOD PARKS					
1 thru 10	Neighborhood Parks (up to 10)	Master Plan & Design	Landscape Architect	Civil Engineer and Electrical Engineer	
ROAD & PARKING DESIGN					
11 thru 13	Road & Parking Design (up to 3)	Design through CD's	Civil Engineer	Additional disciplines not required	
COMMUNITY PARKS					
14	Anna T. Jordan Pool House	Design through CD's	Architect	Structural, electrical/mechanical engineer	
15	City-Brooks Pool House	Design through CD's	Architect	Structural, electrical/mechanical engineer	
16 thru 19	Additional Community Park Projects (up to 4)	Design through CD's	Architect / Landscape Architect	Structural, electrical/mechanical engineer	
SPECIAL USE FACILITIES					
20	Magnolia Mound Visitor Center	Design through CD's	Architect	Structural, electrical/mechanical engineer	
21	Magnolia Mound Historic House	Design through CD's	Architect	Structural, electrical/mechanical engineer	
22	City-Brooks Club House	Design through CD's	Architect	Structural, electrical/mechanical engineer	
23 thru 26	Additional Special Use Facilities (up to 4)	Master Plan; Design through CD's	Architect / Landscape Architect	Structural, electrical/mechanical engineer	
RECREATION CENTERS					
27 thru 30	System-Wide - New or Renovated Recreation Centers (up to 4)	Design through CD's	Architect	Structural, electrical/mechanical engineer	



<b>BREC STANDARD FORM</b> <b>Statement of Qualifications (BREC SOQ)</b>	<b>RFQ No. 231 Architectural, Landscape Architectural, and Engineering Services</b>																														
<b>1a. Official Name of Lead Firm</b>	<b>1b. Official Address (mailing and physical if different)</b>																														
<b>2a. Principal to contact (must be same person certifying Item 2b).</b>  Name/Title: _____  LA License/Registration No.: _____  Telephone No.: _____  Fax No.: _____  E-Mail: _____	<b>2b. I certify that the following information is accurate and complete to the best of my knowledge.</b>   Signature: _____  Date: _____																														
<b>3a. Firm's Louisiana license/registration number and date granted .</b>	<b>3b. Current local occupational license number, if applicable.</b>																														
<b>4. Personnel by discipline of Firm (list each person only once, by primary function). All disciplines may not be necessary for a selected project.</b> <table border="0" style="width: 100%;"> <tr> <td>_____ Administrative</td> <td>_____ Electrical Engineers</td> <td>_____ Landscape Architects</td> <td>_____ Other</td> </tr> <tr> <td>_____ Architects</td> <td>_____ Engineer-In-Training</td> <td>_____ Land Surveyor-In-Training</td> <td>_____</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Environmental Engineers</td> <td>_____ Mechanical Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Estimators</td> <td>_____ Professional Land Surveyors</td> <td>_____</td> </tr> <tr> <td>_____ Draftsmen/CADD Operators</td> <td>_____ Geologists</td> <td>_____ Sanitary Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Designer/Technician</td> <td>_____ Geotechnical Engineers</td> <td>_____ Specification Writers</td> <td>_____</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Interior Designers</td> <td>_____ Structural Engineers</td> <td>_____ Total Personnel</td> </tr> </table>				_____ 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
_____ 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. Provide brief resume of key personnel. Use additional sheets as needed.	
a. Name and title, and company	a. Name and title, and company
b. Years professional experience  With this firm _____ With other firms _____	b. Years professional experience  With this firm _____ With other firms _____
c. Active registration: state/discipline/license number or applicable certifications for inspectors	c. Active registration: state/discipline/license number or applicable certifications for inspectors
d. Relevant experience and qualifications	d. Relevant experience and qualifications

USE ADDITIONAL SHEETS AS NEEDED

6. List up to five (5) projects your firm has performed within the past 10 years that are similar or comparable to the projects selected on Attachment A.				
a. Project Name <ul style="list-style-type: none"> <li>Description</li> <li>Name of lead personnel</li> <li>Client Contact Person and Phone Number</li> </ul>	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.				

7. List all BREC projects which have been awarded to applicant as a prime during the past ten (10) years.				
a. Project Name <ul style="list-style-type: none"><li>Description</li><li>Name of lead personnel</li><li>Client Contact Person and Phone Number</li></ul>	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

**8. Use this space to best demonstrate your firm's background, experience, and qualifications including but not limited to sample work history, specialized knowledge, typical project approach, management of multiple projects, and other graphic examples and written information as appropriate for consideration for Parks and Recreation related work. Use up to four (4) additional sheets.**

**USE UP TO FOUR (4) ADDITIONAL SHEETS**

**9. Firm Structure and stability**

- a. Current ownership structure and any recent or materially significant proposed change in ownership.
- b. Please indicate if your firm is officially recognized as a small or disadvantaged business and provide written evidence of DBE status.
- c. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including the amount of coverage.
- d. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

USE UP TO FOUR (4) ADDITIONAL SHEETS

**SUBMITTAL FORM**

BREC

Sealed Statements of Qualifications will be received until **11:00 A.M. CT, Thursday, May 1, 2025** by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, LA 70806 at which time proposals will be publicly opened.

SUBMITTAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

BREC

Purchasing Manager 6201 Florida Blvd.  
Baton Rouge, LA 70806

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

**REQUEST FOR QUALIFICATIONS No. 231****ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, and ENGINEERING SERVICES**

as set forth in the following Contract Documents:

- 4.1.1 Notice to Respondents
- 4.1.2 The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
- 4.1.3 Proposal Forms with Attachments
- 4.1.4 Agreement
- 4.1.5 The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, 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 SUBMITTER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**



**SUBMITTER'S ORGANIZATION**

PROPOSER IS:

**A AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

**CORPORATE RESOLUTION**

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

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

**SAMPLE CONTRACT**

for:

**REQUEST FOR PROPOSAL No. 231****ARCHITECTURAL, LANDSCAPE ARCHITECTURAL and ENGINEERING SERVICES**

THIS CONTRACTUAL AGREEMENT ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Baton Rouge, Louisiana between the **Recreation and Park Commission for the Parish of East Baton Rouge ("BREC")** and **CONSULTANTS NAME** ("Consultant"), located at **CONSULTANTS FULL ADDRESS**.

**RECITALS**

BREC is a political subdivision of the State of Louisiana that owns and maintains parks and recreation facilities in the Parish of East Baton Rouge. Consultant is engaged in providing professional design consulting, with Consultant's principal place of business at **CONSULTANTS FULL ADDRESS**.

Consultant's Tax ID Number XX-XXXXXXX.

BREC desires to engage and contract for the services of the Consultant to perform certain tasks as set forth below. Consultant desires to enter into this Agreement and perform as a Consultant for BREC and is willing to do so under the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

**1. Status of Consultant.** This Agreement does not constitute a hiring by either party. It is the parties' intention that Consultant shall not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and BREC shall not be liable for any obligations incurred by Consultant, unless specifically authorized in writing. Consultant shall not act as an agent of BREC, ostensibly or otherwise, nor bind BREC in any manner, unless specifically authorized to do so in writing.

**2. Scope of Work.**

**a. Description of Work (Include Goals/Objectives and List of Deliverables):** Brief description of the scope of work. Include **project name, park name and address**. See Consultant's proposal dated XX/XX/XXXX attached.

**b. Performance Measures (Include Milestones needed to Achieve Goals and Objectives if Applicable):**  
See Consultant's proposal dated XX/XX/XXXX attached.

**c. Monitoring Plan (Include Position/Title of Contract Monitor and anticipated plan for verifying contract performance):** Planning and Engineering Department project manager assigned.

**3. Performance of the Work.** Consultant shall be responsible to the management and directors of BREC. Consultant shall supply all of Consultant's own necessary equipment, materials, and supplies. BREC retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement.

**4. Term.** This Agreement shall be effective from XX/XX/XXXX until the work is complete. Unless otherwise specified in

this agreement or renewed by BREC, this Agreement, regardless of start date, shall terminate December 31<sup>st</sup> of the same year Agreement was executed, unless specified by BREC.

**5. Compensation.** In consideration for the provision by Consultant of the Services, Consultant shall bill BREC monthly for work performed up to the billing date within the phases defined below:

Schematic & Design Development	20%
Construction Documentation	45%
Bidding	5%
Construction Admin & Close-out	30%

The fee for these Services will be approximately \$\_\_\_\_\_ based on the BREC fee curve shown and contract construction costs including change orders. For purposes of determining an interim fee, the preliminary estimated construction cost is \$\_\_\_\_\_.

FEE CURVE CALCULATOR					
ESTIMATED COST OF CONSTRUCTION (E.C.C.) =	\$500,000.00				
FEE % =	50.00 Log (E.C.C.)	=	50.00 Log ( \$500,000.00 )	=	50.00 5.698970
					= 8.77352%
COMPLEXITY FACTOR (C.F.)					= 1.000
INTERIM FEE =	1.000 C.F.	X	\$500,000.00 E.C.C.	X	0.08773515 FEE %
					= \$43,868.00 INTERIM FEE
<p>Note: The fee can be adjusted based on actual construction costs including change orders. Complexity Factor is from .85 to 1.2, and is for projects that have a greater degree of difficulty than normal or for very simple projects that can have a simplicity factor less than 1.0.</p>					

Travel expenses to the project from out of state will be reimbursed in accordance with PPM 49 - Louisiana State Travel Guide: <https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/>. Receipts are required.

BREC will reimburse Consultant for prior approved printing expenses at cost plus ten percent, and other prior approved expenses required to do the work, such as third-party vendor expenses necessarily incurred by Consultant in connection with this Agreement, at cost. Consultant will use moderation and best judgment to keep these costs reasonable. Any Consultant invoice will be payable within thirty (30) days upon receipt.

Unless otherwise contracted, payment is to be made within thirty (30) days after receipt of properly executed invoice. Signage of this Agreement by Consultant guarantees receipt by BREC of properly executed invoices within ten (10) days of service unless otherwise contracted. Failure to timely submit invoices within the 10-day period may result in non-renewal of the contract or no further contracts being sought by BREC with Consultant.

**6. Non-Disclosure of Trade Secrets, Customer Lists, and Other Proprietary Information.** Consultant agrees not to disclose or communicate, in any manner, either during or after Consultant's Agreement with BREC, proprietary information about BREC, its operations, clientele, or any other proprietary information, that relate to the business of BREC including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of BREC. Consultant acknowledges that the above information is material and confidential and that it affects the profitability of BREC. Consultant understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

**7. Interaction with Employees, Customers, and Others.** Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules, or regulations, including those forbidding harassment, discrimination, and unfair business practices.

**8. Indemnification.** Consultant shall indemnify, defend, and hold BREC harmless from claims, demands, and causes of actions asserted against BREC by any person for personal injury, death, or loss of or damage to property resulting from Consultant's negligence, gross negligence, intentional or willful misconduct. Where personal injury, death, or loss of, or damage to property, is the result of the concurrence of negligence, gross negligence, intentional and / or willful misconduct of BREC and Consultant, Consultant's duty of indemnification shall be in proportion to its allocable share of fault. Where a concurrence of negligence occurs, the parties hereto intend and agree that this indemnity shall be applied as a comparative fault indemnity, each party being responsible for its own negligence or other act or omission.

**9. Injunctive Relief.** Both parties acknowledge that the provisions of this Agreement are reasonable and necessary for the protection of their respective businesses and that their respective business will be irrevocably and substantially harmed and damaged if such provisions are not specifically enforced, and money damages will not afford a party an adequate remedy for any breaches of this Agreement. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the Parties hereby acknowledge and agree that the non-breaching party shall be entitled to (i) specific performance and (ii) injunctive and other equitable relief (without bond or other security being required) to prevent or restrain a breach of this Agreement. Nothing herein shall be construed as prohibiting or otherwise restricting a party from pursuing any other rights or remedies it may have at law or in equity in the event of a breach of this Agreement by the non-breaching party.

**10. Insurance Requirements for Consultants.** The Consultant shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

- a. **Workers Compensation Insurance:** shall be in compliance with the Workers Compensation Law of the State of the Consultant's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.
- b. **Commercial General Liability Insurance:** including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Claims-made form is unacceptable.
- c. **Automobile Liability Insurance:** shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for hired and non-owned automobiles. Any deductibles or self-insured retentions must be declared to and accepted by the Agency.

*Check if Auto Insurance is Not Required* \_\_\_\_\_

The Consultant shall be responsible for all deductibles and self-insured retentions. BREC shall be named as an additional insured as regards to negligence by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to BREC. Coverage shall not be canceled, suspended, or voided by either party (the Consultant or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Neither the acceptance of the completed work, nor the payment thereof, shall release the Consultant from the obligations of the insurance requirements or indemnification agreement.

Consultant agrees to supply BREC with certificates of insurance, upon request, reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Consultant shall include all subconsultants as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subconsultant. Subconsultants shall be subject to all of the requirements stated herein. BREC reserves the right to request copies of subconsultant's certificates at any time.

**11. Licenses.** Consultant is responsible for obtaining and maintaining during the life of this Agreement any necessary licenses and permits, in accordance with the laws of the State of Louisiana, to perform the services outlined in Section 2 (Scope of Work) of this Agreement. By signing this Agreement, Consultant agrees Consultant has any such licenses and/or permits, and that Consultant will maintain the same. BREC reserves the right to request copies of Consultant's license/permit at any time. If requested by BREC, Consultant must submit same within three (3) days of request.

**12. Savings Clause.** The parties agree that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought. Each provision of this Agreement is intended to be severable. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

**13. Legal Fees.** If either party to this Agreement institutes legal proceedings to enforce the terms of the Agreement, the party substantially prevailing in such proceedings shall be entitled to recover its legal fees and costs incurred in doing so from the other party.

**14. Choice of Law.** This Agreement shall be governed by the laws of the State of Louisiana.

**15. 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.

**16. Entire Agreement.** This Agreement and the attachments hereto constitute the entire Agreement and understanding between the parties. This Agreement replaces in full all prior agreements and understandings of the parties hereto and all such prior agreements and understandings are hereby rescinded by mutual agreement of the parties. This Agreement may be modified, varied, or amended only by a written instrument signed by Consultant and a duly authorized officer of BREC.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONSULTANTS NAME**

By: _____	Date: _____
Consultant signatory, title	Consultant Contact:
Company address	name
	address
	email/phone

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

By: _____	Date: _____
Reed Richard	BREC Contact:
Assistant Superintendent, System Planning	Natalie Hollis, Business Manager
Planning & Engineering Department	<a href="mailto:natalie.hollis@brec.org">natalie.hollis@brec.org</a>
6201 Florida Blvd.	Ph (225)273-6405
Baton Rouge, LA 70806	

By: _____	Date: _____
Corey K. Wilson, BREC Superintendent	

**For Internal Use Only**

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**Estimated Annual Compensation: \$\_\_\_\_\_ for the term of this agreement.**

**Cost Center(s): \_\_\_\_\_**

<p align="center">SAMPLE DOCUMENT – INFORMATION PURPOSES ONLY</p>
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**AFFIDAVIT**

**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. 231  
ARCHTECTUIRAL, LANDSCAPE ARCHITECUTRAL,  
and ENGINEERING SERVICES**

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

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

\_\_\_\_\_

Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Baton Rouge, Louisiana.

\_\_\_\_\_

**NOTARY PUBLIC**



SAMPLE DOCUMENT –  
INFORMATION PURPOSES ONLY

**Insurance Requirements**

**for:**

**REQUEST FOR QUALIFICATIONS No. 231**

**ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, and ENGINEERING SERVICES**

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

- |    |  |                                      |                            |
|----|--|--------------------------------------|----------------------------|
| A. | Commercial General Liability on an occurrence basis:   | General Aggregate<br>Each Occurrence | \$2,000,000<br>\$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:  |                                      | \$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,<br>Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806 |                                      |                            |