RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE (“BREC”)
BREC PURCHASING OFFICE
6201 FLORIDA BLVD
BATON ROUGE, LA 70806
TELEPHONE (225) 272-9200 ext. 1522
FAX (225) 273-6406

TO: THE ADVOCATE
OFFICIAL JOURNAL OF THE STATE OF LOUISIANA

ATTN: LEGAL DEPARTMENT
PURCHASE ORDER #: 2020-00000207

PLEASE RUN THIS AD: 02/05/2020, 02/10/2020

QUALIFICATIONS TO BE OPENED: March 30, 2020, 11:00 A.M. CT

SECOND AMENDED NOTICE TO CONTRACTORS

This Second Amended Notice to Contractors supersedes the prior notices issued on Friday, January 24, 2020 and Friday, January 31, 2020 and the dates and information contained there. Proposers please make note of the revised dates and the mandatory Pre-Proposal Conference.

Notice is hereby given that in accordance with LSA R.S. 38:2225.2.4, qualifications will be received by the Recreation and Park Commission for the Parish of East Baton Rouge (“BREC”) until March 30, 2020 at 11:00 A.M. CT in Room 1501 of BREC Administration Building, 6201 Florida Blvd., Baton Rouge, Louisiana 70806 for:

Request for Qualifications No. 198 (“RFQ”)
CONSTRUCTION MANAGEMENT at RISK (“CMAR”) Contractor for
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO

Submittals received after the above specified time will not be considered. Submittals will be opened immediately after the above scheduled time in Room 1501 of the Administration Building. All interested parties are invited to be present. BREC reserves the right to reject any or all qualifications for just cause or as otherwise provided by law and to waive any informalities.

Copies of the solicitation, complete RFQ documents, and subsequent addenda shall be obtained from the Purchasing Division, 6201 Florida Blvd., Room 1501, Baton Rouge, LA 70806, or by telephone at 225-272-9200, ext. 1522. All vendors shall contact BREC’s office and request to be put on the office Vendor Listing for this solicitation in order to receive notification of addenda, if any. BREC will email addenda to all registered vendors.

BREC has elected to use LaPAC, the state’s online electronic bid posting and notification system, in addition to its standard means of advertising. LaPAC is resident on the Office of State Procurement’s website at

6201 Florida Boulevard, Baton Rouge, Louisiana 70806
main 225.272.9200 | fax 225.273.6406 | brec.org
https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and is available for vendor self-enrollment. LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation or RFP and any subsequent addenda have been let and posted. Notice and receipt thereof is considered formally given as of their respective posting dates.

This Project involves the Construction Management at Risk project delivery method and is governed by LSA R.S. 38:2225.2.4.

All questions or requests for clarification concerning the RFQ must be received in accordance with the Schedule of Events and Procedures for Questions/Clarifications as cited in the RFQ document.

A Mandatory Vendor Pre-Proposal Meeting will be held on **Monday, February 17, 2020, at 1:00 p.m. CT**. Refer to the RFQ document for further information.

BREC is an Equal Opportunity Employer. The Proposer is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged, and women-owned businesses as suppliers or subcontractors.

RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

____________________________________
/s/ Corey K. Wilson, Superintendent

THE ADVOCATE
BATON ROUGE, LOUISIANA

To be Published Two Times: 02/05/2020, 02/10/2020
REQUEST FOR QUALIFICATIONS

Construction Management at Risk Contractor for

GREENWOOD COMMUNITY PARK & BATON ROUGE ZOO

Solicitation No: 198
RFQ Issue Date: February 4, 2020

Proposal Opening Date: Monday, March 30, 2020
Proposal Opening Time: 11:00 A.M. CT

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

Project Management Team:
BREC Planning & Engineering Department
# TABLE OF CONTENTS

**PART I – ADMINISTRATIVE AND GENERAL INFORMATION** .......................................................... 1

1.1 Introduction/Statement of Purpose ............................................................................................................ 1
1.2 Use of CMAR Method ................................................................................................................................. 1
1.3 Brief Project Background/Description ........................................................................................................ 1
1.4 Project Goals and Objectives ...................................................................................................................... 1
1.5 CMAR Pre-Construction Fee and Preliminary Budget for Construction ......................................................... 3
1.6 Definitions .................................................................................................................................................. 3
1.7 Current Schedule of Events ....................................................................................................................... 4
1.8 Procedures for Questions/Clarifications Prior to Submittal ........................................................................... 4
1.9 Procedures for Submission .......................................................................................................................... 5
1.10 Proposal Format .......................................................................................................................................... 6
1.11 Proposal Contents ...................................................................................................................................... 6
1.12 Evaluation/Scoring Methodology (100 points) ............................................................................................ 11
1.13 Pass/Fail Requirements ............................................................................................................................. 12
1.14 Selection Review Committee .................................................................................................................... 12
1.15 Interviews/Presentations .......................................................................................................................... 12
1.16 Notice of Intent to Award .......................................................................................................................... 12
1.17 Contract Negotiation .................................................................................................................................. 12
1.18 Contract Award and Execution .................................................................................................................. 13
1.19 Communications ......................................................................................................................................... 13
1.20 Confidential Information, Trade Secrets, and Proprietary Information ......................................................... 13
1.21 Errors and Omissions ................................................................................................................................. 14
1.22 Performance and Payment Bond ................................................................................................................ 14
1.23 Changes, Addenda, Withdrawals ............................................................................................................. 15
1.24 Material in the RFQ .................................................................................................................................... 15
1.25 Waiver of Administrative Informalities ....................................................................................................... 15
1.26 Proposal Rejection ...................................................................................................................................... 15
1.27 Ownership of Proposal .............................................................................................................................. 15
1.28 Cost of Proposal Preparation .................................................................................................................... 15
1.29 Taxes .......................................................................................................................................................... 16
1.30 Proposal Validity ......................................................................................................................................... 16
1.31 CMAR Contractor Responsibility .............................................................................................................. 16
1.32 Corporation Requirements ........................................................................................................................ 16
1.33 Use of Subconsultants .............................................................................................................................. 16
1.34 Acceptance of Proposal Content ............................................................................................................. 17
1.35 Debriefings ............................................................................................................................................... 17
1.36 Insurance Requirements ............................................................................................................................ 17
1.37 Payment for Services ............................................................................................................................... 17
1.38 Termination for lack of appropriated funds .............................................................................................. 17
1.39 Record Ownership .................................................................................................................................... 17
1.40 Conflicting Provisions/Order of Precedence ............................................................................................. 18
1.41 Contract Changes ....................................................................................................................................... 18
1.42 Substitution of Personnel ........................................................................................................................ 18
1.43 Governing Law .......................................................................................................................................... 18
1.44 Protests ..................................................................................................................................................... 18

**PART II – CMAR SCOPE OF WORK/SERVICES** .................................................................................. 20

2.1 Scope of Work (Tasks & Services) ............................................................................................................. 20
2.2 Project Requirements ........................................................................................................22
2.3 Period of Agreement........................................................................................................22
2.4 Project Location .............................................................................................................23

PART III – BREC Commissioners/Project Team...................................................................... 24
3.1 BREC Project Team: .......................................................................................................24
3.2 BREC Commissioners: ..................................................................................................24

ATTACHMENTS
A. Proposal Form.................................................................................................................. i
B. Proposer’s Organization ................................................................................................... iii
C. Corporate Resolution........................................................................................................ iv
D. Potential Conflict of Interest Certification.......................................................................... v
E. Proposer Affidavit ............................................................................................................ vi

APPENDICES
1. Draft Form of Agreement (AIA A133-2009 as modified by BREC)
2. General Conditions of the Contract for Construction
3. Insurance Requirements
4. Greenwood Community Park – Existing Site Plan
5. Baton Rouge Zoo – Existing Zoo Map 01-09-2015
8. Greenwood Community Park – Phase I Diagram
9. Baton Rouge Zoo – Phase I Diagram
REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT at RISK (CMAR) Contractor for
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO
RFQ No. 198

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 INTRODUCTION/STATEMENT OF PURPOSE
The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is seeking within this Request for Qualifications (RFQ) to select a contractor (CMAR Contractor) to provide Construction Management at Risk (CMAR) services for Phase 1 of the Greenwood Community Park and Baton Rouge Zoo project (Project) as described herein. CMAR Contractor services associated with this RFQ are for the Pre-Construction and Construction Phases of Phase 1 of the Project as more fully described in RFQ Part II (CMAR Scope of Work/Services) and the draft Contract.

1.2 USE OF CMAR METHOD
BREC intends to use the CMAR delivery method for the Project, as authorized by La. R.S. 38:2225.2.4. Use of the CMAR delivery method approach allows the collaboration of the best construction experience with BREC’s design team to maintain cost control, implementation of design and/or construction innovations, minimization of risk of construction and design issues thereby reducing contract changes during construction, improve construction delivery schedule with concurrent execution of design and construction, and overall more effective and efficient constructability of the project. For this Project, use of the CMAR delivery method is in the public interest and beneficial to BREC for reasons including, without limitation, the following:

- The method is ideal for projects like this that may require scope flexibility due to outside factors, such as complex permitting and regulatory clearance;
- The method allows the CMAR Contractor to collaborate with BREC’s design team early in the design phase, allowing proactive identification and resolution of potential constructability, schedule, and quality issues before initiating construction;
- The method allows construction planning activities, including sequencing, phasing, scheduling, and procurement planning to begin during design phase, allowing opportunities for a shorter construction schedule and lower project costs;
- The method will facilitate completion of the Project within the established budget and an agreed upon Guaranteed Maximum Price (GMP) as required by law; and
- The method will facilitate completion of the Project within an agreed upon maximum construction duration.

1.3 BRIEF PROJECT BACKGROUND/DESCRIPTION
The 2019 master plan for Greenwood Park and the BR Zoo was the result of a robust 9-month process of public engagement, discovery and master plan production. Appendices 3 through 8 contain a complete copy of the Greenwood Community Park & Baton Rouge Zoo Master Plan Report, along with other higher resolution images of the master plans in illustrative format and other document containing information that is relevant to the Project. Below is a brief background of Greenwood Park and the Project:

Greenwood Park
As BREC’s largest park, Greenwood Park, which contains the Baton Rouge Zoo, blends 20\textsuperscript{th} century history of World War II and Civil Rights-era significance with beautiful natural landscapes and existing park amenities. In the 1940’s, the current Greenwood Park served as a U. S. Army Air Corps ordnance area to support a nearby USAAC airfield. Several of the World War II-era ordnance buildings remain in the Park as well as portions of their associated roads. Shortly after WW II, the park commission purchased the 660-acre site. At the time, the new park was one of the largest natural municipal parks in the country. In the 1950’s and 60’s, two golf courses were built in the park; a 9-hole course (J.S. Clark GC) within 100 acres of the Park for African Americans, and an 18-hole course (Dumas GC) intended for whites. After enactment of the Civil Rights Act of 1964 and efforts by community leaders, the parks were integrated.

In 2007, a master plan was developed for the park which emphasized the development of an activity hub by the 16-acre lake. The grand re-opening of Greenwood Park in 2011 revealed major improvements to the park, including the waterfront building, lakefront boardwalk, remodeled tennis center, playground, spray pad, dog park, and a nature trail.

The latest chapter of Greenwood Park’s story, including the recently completed 2019 master plan, began in 2017. Through the “Reimagined Greenwood Park” process led by BREC, the East Baton Rouge Parish community began to express their desires and concerns for the future of Greenwood Community Park. Plans to maintain the Baton Rouge Zoo and envision new master plans for Greenwood Park and the Baton Rouge Zoo were announced in 2018—this kicked off the process resulting in the master plan vision and the current project of design and implementation of Phase 1.

\textit{The Baton Rouge Zoo}

The current Greater Baton Rouge Zoo was carved out of a 75-acre portion of the southern end of Greenwood Park and opened in 1970. Due to outdated exhibits, deteriorated infrastructure, location, and a variety of social and economic conditions, the zoo has shown a steady decline in visitation in recent years. These factors played a significant role in the denial of accreditation by the Association of Zoos and Aquariums in March 2018. As such, one of the most critical items in the phase 1 construction is addressing these accreditation factors.

\subsection{1.4 PROJECT GOALS AND OBJECTIVES}

BREC intends to contract with a CMAR Contractor to collaborate with the Design Team throughout the Pre-Construction Phase and have responsibility for constructability and value engineering review, cost estimating and cost control, scope management, construction schedule development, and design of temporary works as described in the Pre-Construction Services section of Part II (CMAR Scope of Work/Services). The Design Team will prepare final coordinated construction documents.

Before or upon completion of final design, the CMAR Contractor will provide a GMP proposal to render construction services on the Project. If BREC and the CMAR Contractor reach an agreement on GMP and, additionally, agree upon constructability, construction phasing and sequencing, and the maximum number of contract days to complete the Project, then BREC will award the Contract for the Construction Phase to the CMAR Contractor in accordance with La. R.S. 38:2225.2.4. BREC may contract with the CMAR Contractor to undertake specific components of construction (early works), provided the undertaking benefits the Project and a GMP agreement for the undertaking can be reached.

If, after negotiation, BREC and the CMAR Contractor are not able to agree on the GMP for the Project, constructability, construction phasing and sequencing, the maximum number of contract days to complete the project, and to reach a negotiated agreement, then BREC will advertise the project for public bid utilizing the design-bid-build delivery method and the CMAR Contractor shall be prohibited from bidding on the project in accordance with La. R.S. 38:2225.2.4.
1.5 **CMAR Pre-Construction Fee and Preliminary Budget for Construction**

The total compensation payable to the CMAR Contractor for performance of Pre-Construction Phase services as described in Part II (CMAR Scope of Work/Services) shall not exceed $150,000.00. In its Proposal, Proposers should confirm its ability to perform the Pre-Construction services for this amount or indicate the additional compensation Proposer believes is required.

The total estimated cost for construction of Phase 1 of the Project is $30,000,000.00. Information included in the Proposals that pertain to evidence of bonding capacity should be based on a $30,000,000.00 construction budget.

1.6 **Definitions**

- “Addenda” or “Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the advertisement date of the RFQ.
- “BREC” means the Recreation and Park Commission for the Parish of East Baton Rouge.
- “BREC Project Manager” means the BREC Planning & Engineering Department staff member assigned to oversee the Project.
- “Contract” means the binding documents signed and agreed upon by BREC and the CMAR Contractor for the Project, the terms and conditions of which are outlined in the Draft Pre-Construction/Construction Management Contract (AIA A133-2009 as modified by BREC) included in this RFQ as Appendix 1.
- “Construction Management at Risk” or “CMAR” means the construction management at risk delivery method by which an owner engages and uses a design professional for professional predesign or design services (or both) and the owner contracts separately with a construction management at risk contractor to engage in the preconstruction phase and potentially the construction phase of the Project.
- “CMAR Contractor” means the selected Proposer who has been awarded a contract to provide Pre-Construction services associated with the Project and may be awarded a contract to provide construction and construction management services for the Project.
- “Department” means the BREC Planning & Engineering Department.
- “Design Team” means the team of design professionals, subcontractors, and subconsultants selected and retained by BREC to provide engineering and design services for the Project.
- “General Conditions” means those services and associated costs as defined in AIA A201-2017 (as modified by BREC), which is attached to this RFQ as Appendix 2.
- “Guaranteed Maximum Price” or “GMP” means the not-to-exceed cost of construction of the Project, to be determined by and between BREC and the CMAR Contractor during the Pre-Construction Phase.
- “Key Personnel” means the personnel essential to successful performance of the services to be provided by the Proposer.
- The use of the term “may” denotes an advisory or permissible action.
- The use of the term “must” denotes a mandatory requirement.
- “Project” means the Greenwood Community Park & Baton Rouge Zoo project.
- “Project Team” means the team of professionals and entities selected and retained by BREC to provide various services on the Project and that the CMAR will collaborate with to successfully complete the Project on schedule and within the overall budget.
- “Proposal” means a submittal of information by a Proposer in response to this RFQ.
• “Proposer” means any entity that submits a Proposal in response to this RFQ and who will be executing contract(s) with BREC should it be selected.

• “Request for Qualifications” or “RFQ” means this Request for Qualification No. 198 seeking a CMAR Contractor for the Project, including all enclosures, attachments, and Addenda.

• “Selection Review Committee” means the group of individuals appointed by BREC to review Proposals, score the Proposers, and recommend award in accordance with La. R.S. 38:2225.2.4.

• The use of the term “shall” denotes a mandatory requirement.

• The use of the term “should” denotes desirable.

• “State” means the State of Louisiana.

All other capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in this RFQ.

1.7 CURRENT SCHEDULE OF EVENTS

Below is the proposed schedule for this selection process. BREC reserves the right to modify the RFQ process and the dates and times listed below as it deems necessary. If the RFQ process or these dates/times are modified, all prospective Proposers will be notified.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>1. Mandatory Pre-Proposal Conference</td>
<td>Monday, February 17, 2020; 1:00 P.M. CT.</td>
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<tr>
<td>2. Deadline for Proposers to send written inquiries</td>
<td>Monday, March 2, 2020; 11:00 A.M CT.</td>
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<tr>
<td>3. Deadline for BREC answer written inquiries via Addenda</td>
<td>Monday, March 16, 2020; 11:00 A.M CT.</td>
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<tr>
<td>4. Proposal Submission Deadline</td>
<td>Monday, March 30, 2020; 11:00 A.M CT.</td>
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<td>5. Selection Review Committee review period</td>
<td>Tuesday, March 31, 2020 – Monday, April 13, 2020</td>
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<tr>
<td>6. Proposer presentations/interviews (if necessary)</td>
<td>Monday, April 13, 2020 – Friday, April 17, 2020</td>
</tr>
<tr>
<td>7. Selection Recommendation to Commission</td>
<td>Monday, April 13, 2020 – Friday, April 17, 2020</td>
</tr>
<tr>
<td>8. Commission Approval/Notice of Intent to Award</td>
<td>Thursday, April 23, 2020</td>
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<td>9. Contract Execution and start of work</td>
<td>May 2020</td>
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1.8 PROCEDURES FOR QUESTIONS/CLARIFICATIONS PRIOR TO SUBMITTAL

All inquiries and/or requests for clarification must be submitted by email no later than 11:00 A.M. CT. on Monday, March 2, 2020. Requests for clarification received after this date will not be considered.

Submit questions by email to:

Lori Foreman
BREC Purchasing Division
Lori.foreman@brec.org

*Note: BREC has elected to use LaPAC, the state’s online electronic bid posting and notification system that is currently contained on the Louisiana Office of State Procurement’s website https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and is available for self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing proposers 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 prospective Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer and should clearly cross-reference the relevant section of this RFQ. Answers to questions that change or substantially clarify the solicitations shall be issued by Addenda and provided to all prospective Proposers. Proposers shall not rely on any representations, statement, or explanation other than those made in this RFQ or any Addenda. Where there appears to be conflict between this RFQ and any Addenda issued, the last Addendum issued will prevail.

All issues or protests regarding the terms or form of the RFQ should be raised in advance of submittal of Proposals and shall not be a basis to thereafter challenge this RFQ, the selection of any Proposer, or the award of any CMAR contracts.

**Mandatory Pre-Proposal Conference Call/Meeting:**

A mandatory Pre-Proposal for prospective Proposers will be held on **Monday, February 17, 2020 at 1:00 P.M. (CT)** at the following location:

BREC Administration Building  
6201 Florida Blvd.  
Baton Rouge, Louisiana 70806  
Room 2511  
Planning and Engineering Conference Room (2nd Floor)

The purpose of the Pre-Proposal Conference is to provide clarification as to the requirements of the RFQ, the evaluation process, scoring methodology, and any other questions or concerns raised by prospective Proposers. Therefore, prospective Proposers should present all concerns as to requirements, omissions, or discrepancies in the RFQ and associated documents to BREC at the conference. Although impromptu questions will be permitted and spontaneous answers may be provided during the conference, the official answer or position of BREC will be issued via written Addenda. Proposers shall have at least one duly authorized representative attend the conference.

1.9 **PROCEDURES FOR SUBMISSION**

Proposals should be clearly **marked** as follows:

REQUEST FOR QUALIFICATION No. 198  
CONSTRUCTION MANAGER at RISK (CMAR) Contractor for  
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO  
PROPOSAL OPENING DATE/TIME: Monday, March 30, 2020 at 11:00 A.M. CT.

Proposals shall either be **mailed or hand-delivered** to the following:

BREC Purchasing Division  
6201 Florida Boulevard  
Baton Rouge, LA 70806

Proposals that are faxed, emailed, or otherwise submitted electronically will **not** be accepted or considered. **Proposals shall be received no later than 11:00 A.M. CT., Monday, March 30, 2020.** Postmarking by the due date will not substitute for actual receipt. BREC assumes no responsibility for delays caused by delivery service.
1.10 PROPOSAL FORMAT
One (1) original Proposal, six (6) bound paper copies of the Proposal, and one (1) digital copy of the Proposal on a labeled USB flash drive should be provided.

Proposer’s financial information should be submitted in an envelope clearly identified with the Proposer’s name and marked “Confidential – Financial Documentation”. Each page of the financial documents provided should also be marked “Confidential”. Proposer’s financial information should not be included on the submitted flash drive.

1.11 PROPOSAL CONTENTS
Proposers should submit a Proposal that highlights the experience and record of successful implementation of projects of similar size and complexity performed by the Proposer. BREC and the Selection Review Committee will review the Proposals in an effort to select a CMAR Contractor that displays a successful history of Pre-Construction and Construction Phase services, a thorough understanding of the Project and delivery method, and a track record with CMAR and similar project implementation processes on projects of similar size and complexity. Proposals should be organized in a clear and concise manner and include the sections listed below.

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<thead>
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<tr>
<td>Part A</td>
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<tr>
<td>Business Organization, History, and Financial Condition</td>
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<td>Part B</td>
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<td>Proposer Qualifications and Experience</td>
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<td>Part C</td>
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<tr>
<td>Relevant Project Experience</td>
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<tr>
<td>Part D</td>
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<tr>
<td>Project Understanding &amp; Approach</td>
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The information requested is intended to assist the Selection Review Committee in evaluating the competency and professional qualifications of Proposers to perform the services; therefore, organizing Proposals into these sections will assist the Selection Review Committee in finding the key material and scoring the Proposals accordingly.

COVER LETTER/EXECUTIVE SUMMARY
Proposers should provide a cover letter serving as an executive summary on Proposer’s letterhead indicating the following:

1. **Contact information**: Name, title, telephone number, email address, and mailing address of Proposer’s primary point of contact during the selection process.

2. **Summary**: A short statement summarizing the Proposer’s commitment to the successful completion of the Pre-Construction and Construction phases of the Project. The summary should also include the Proposer’s particular expertise, resources, and advantages that the Proposer will bring to BREC. The statement should explain the Proposer’s ability to perform the services described in the RFQ, summarize any unique capabilities and/or resources that distinguish your firm with regard to this Project, and confirm that Proposer is willing to perform those services and enter into the Contract with BREC.

3. **RFQ Compliance**: Illustrate and describe Proposer’s compliance with the RFQ requirements.

4. **Signature**: Proposals must be signed by those company officials or agents duly authorized to sign Proposals or contracts on behalf of the Proposer. By signing the Cover Letter and submitting a Proposal, Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the Proposal must be:
   - A current corporate officer, partnership member, or other individual specifically authorized to submit a Proposal as reflected in the appropriate records on file with the secretary of state; or
   - An individual authorized to bind the company as reflected by a corporate resolution, certificate,
affidavit, or other document indicating proper authority. See Attachment C (Corporate Resolution).

PART A — BUSINESS ORGANIZATION, HISTORY, AND FINANCIAL CONDITION

Proposer should provide a narrative describing its business organization, and relevant history and financial information as more specifically described below:

1. **Business Organization and History:** Proposer should describe its business organization and history, including years of operation and depth of resources to provide the required services. This section should include the Proposer’s legal entity, structure and size of company, including number of employees (total and local) and office locations (corporate and local).
   
   - If Proposer is a corporation, include date of incorporation, place of incorporation, officers and directors, and affiliates, partner corporations, and subsidiaries.
   
   - If Proposer is a Limited Liability Company (LLC), include date of organization, place or organization, members, managing member, and identification of the majority member and its percentage interest.
   
   - If Proposer is a joint venture (JV), include date of JV formation, name/address of each JV partner, principals of each JV partner, and identification of the majority JV partner and its percentage interest.

2. **Financial Condition:** Proposer (or in the case of a JV, each JV member) should demonstrate that it has the financial capacity to enter into the Contract with BREC and the resources to successfully complete the Project and include the following.
   
   a. **Surety Letter.** Proposers shall provide evidence of bonding capacity, in the form of a letter or letters from a surety or insurance company (with a Best’s Rating of A minus or better and Class VIII or better by A.M. Best and Company), stating that the Proposer is capable of obtaining separate performance and payment bonds in the amount of $30 million to cover the obligations in the Construction Services Contract if the Proposer is awarded the Construction Services Contract. Letters indicating “unlimited” bonding capability are not acceptable.
   
   b. **Financial Reports.** Proposers should include annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with the Generally Accepted Accounting Principles (GAAP) and all relevant notes. Proposer shall submit one (1) copy of financials. The envelope should be clearly identified with the Proposer’s name and marked “Confidential – Financial Documentation”. Each page of the financial documents provided shall be marked “Confidential”.

3. **Conflicts of Interest:** Proposers shall submit with its Proposal a completed Potential Conflict of Interest Certification/Disclosure (Attachment D) and disclose any existing or potential financial or legal conflicts of interest of the Proposer or any member or subcontractor of Proposer that may affect Proposer’s performance of the work if selected as the CMAR Contractor or that could reasonably be perceived as conflicts of interest.

   Specifically, Proposers must disclose any relationship Proposer, its parent or subsidiary, its current or former owners, officers, directors, employees, members of Proposer’s team and/or others affiliated with Proposer have or in the past have had with: (1) any Selection Review Committee member identified in Section 1.14; (2) any firms and entities on BREC’s Project Team identified in Section 3.1; (3) any BREC Commissioner identified in Section 3.2; or (4) anyone who has a contract or other relationship with a current or former BREC employee or relative of said employee who is or was significantly involved in the organization, preparation, or administration of this RFQ or otherwise is in a position to significantly affect the selection of the CMAR Contractor either through a decision-making capacity or through a review process.
Proposers are advised that contractors of public entities may, in certain circumstances, be deemed public employees as defined by the Louisiana Code of Governmental Ethics ("Ethics Code"). Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if awarded the Contract. Ethics issues are interpreted by the Louisiana Board of Ethics, and all potential conflicts shall be resolved with the Louisiana Board of Ethics prior to seeking a contract. The Board of Ethics for Public Employees is located at 617 North Third Street, LaSalle Building, 10th Floor, Baton Rouge, LA 70802; telephone number (225) 219-5600; toll free at 1-800-842-6630.

4. **Sanctions:** Proposer (or if a JV, each JV member) will disclose whether it is or has been the subject of any sanctions or complaints filed with the Louisiana Board of Ethics, the Louisiana Licensing Board of Contractors, or any other state or federal regulatory agency within the past ten (10) years. If so, the Proposer will provide a full description of the facts, circumstances, and outcomes of each sanction or complaint.

5. **Litigation/Arbitration History:** Proposer should disclose whether it (or if a JV, any JV member) has been involved in any arbitration, litigation, or disciplinary proceedings within the past ten (10) years, or any other such proceedings or litigation between the Proposer and previous project owners. If so, Proposer will provide a description of the facts, circumstances, and outcomes of each.

6. **Safety Plan/Metrics:** Proposer (or if a JV, each JV member) will briefly describe its corporate safety program, training and safety education programs used, and its most recent safety record, including its Occupational Safety and Health Administration (OSHA) filings and its Experience Modification Rate (EMR). Safety record documentation for the past three (3) calendar years and copies of Proposer’s EMR for the past three (3) years on insurance carrier’s letterhead should be provided.

**PART B — PROPOSER QUALIFICATIONS AND EXPERIENCE**

Proposers should provide qualifications and experience demonstrating its ability to professionally and successfully perform the CMAR Contractor services as follows:

1. **Licensure/Certifications:** Proposers shall be licensed in accordance with the rules of the Louisiana State Licensing Board for Contractors at the time of Proposal submittal, and maintain licensure for the duration of the Pre-Construction and Construction contracts. Any engineering and surveying provided by CMAR Contractor will be performed in compliance with the registration law for Professional Engineers and Land Surveyors (La. R.S. 37:681 through 37:703) and the rules of the Board of Registration for Professional Engineers and Land Surveyors. Evidence of licensure and certifications, as applicable, shall be provided at the time of Proposal submission.

2. **Team Organization & Qualifications:**
   a. **Team Organization.** Proposers should provide a proposed team organizational chart, which should be accompanied by a narrative summary indicating the functional roles, responsibilities, and designated authority of the entities identified. List the firm names involved and the proposed roles and responsibilities in both the Pre-Construction and Construction phases. All subcontractors and subconsultants holding key roles on the Proposer’s team should be clearly identified.
   b. **Key Personnel.** As defined herein, Key Personnel means all personnel essential to the successful performance of the services to be provided by the Proposer. Proposers should identify all Key Personnel and include resumes for each. Key Personnel resumes should include proposed role, responsibility, educational background, professional registrations, professional license numbers, years of relevant experience, and prior experience on relevant projects. For each Key Personnel, a minimum of five (5) relevant projects on which they held a key delivery role should be included.
Resumes should clearly describe the role of the Key Personnel in each project listed.

i. The Proposer’s senior project manager who will lead the Project throughout its entirety must be clearly identified. The senior project manager’s resume should include projects on which he or she served in a project management capacity, preferably in the past ten (10) years. These projects should include at least two (2) projects delivered using CMAR, Progressive Design Build, or Design Build delivery method and at least three (3) projects with a construction value of $30 million or more.

ii. Each project referenced should include contact information for primary and secondary references. NOTE: Proposer’s failure to provide this information for Key Personnel will adversely affect Proposer’s evaluation.

c. Subcontractors/Subconsultants. Proposers should identify all subcontractors and subconsultants that will be included on the Proposer’s project team. For each such subcontractor and subconsultant, Proposer should include a description of the entity’s proposed role, responsibilities, background, professional registrations, professional license numbers, years of relevant experience, and prior experience on relevant projects.

PART C — RELEVANT PROJECT EXPERIENCE

Proposers should provide the following information to demonstrate its relevant experience and performance on prior projects:

1. **Five (5) Relevant Projects.** Proposer should provide past project experience and performance information for five (5) relevant projects that Proposer has worked on that demonstrate Proposer’s experience and performance and meet the following criteria:
   
   a. The projects included should be comparable in size, scope, type, delivery model, and performance risk as the proposed Project;
   
   b. The selected projects shall have been completed within the last fifteen (15) years;
   
   c. A minimum of three (3) projects should have had a minimum of $30,000,000 in total construction costs; and
   
   d. A minimum of two (2) projects should have been delivered using CMAR, Progressive Design Build, or Design Build delivery methods.

2. **Relevant Project Information.** For each such project identified, Proposer should submit the following:
   
   a. **Project Description.** Narrative describing each project, including the size and scope, and current status. The narrative should address the design approach, methodologies, design objectives, challenges and resolutions, and project success. The narrative should also include:
      
      i. Date of actual construction start and actual substantial completion compared to planned start and planned completion, with an explanation of variances;
      
      ii. Original construction budget, final construction cost, with an explanation of variances; and
      
      iii. Any awards, recognition, or communications related to the project.
   
   b. **Key Individuals on Project.** For each project, Proposer should clearly identify the key individuals, such as the project manager, project estimator, and project architect, who were responsible for the work and the firms they were employed by at the time of the project and who are Key Personnel for this Project. If the project is a joint project, Proposer should estimate the percent of the project that was the responsibility of the key individual.
c. **References.** Proposer should provide one (1) reference from the owner and one (1) reference from the designer, clearly identifying the name and current telephone number for each. Proposer is responsible for verifying the contact numbers submitted on the resume as the Selection Review Committee will make a reasonable effort to contact references based on the contact information provided. If additional information is needed on the relevant projects listed by the Proposer, BREC reserves the right to pursue additional contacts and incorporate the performance information obtained into the scoring of this section. **(NOTE: Failure to provide this information for reference contacts will adversely affect your evaluation.)**

**PART D — APPROACH AND METHODOLOGY**

Proposers should provide a written description of its intended approach to performing the required Pre-Construction Phase and Construction services that demonstrates an understanding of the scope of services, including how the Proposer will successfully meet the Project scope, schedule, goals, and deliverables.

1. **Description of CMAR Contractor’s approach and role during Pre-Construction.** Proposers should include a description of the CMAR Contractor’s roles within and approach to the collaborative delivery process, interface with Design Team and other collaborative team members, and integration of scope management, temporary works design, operations and maintenance life cycle design and cost analysis, cost estimating, subcontractor outreach, CMP development, constructability reviews, construction planning, risk management and other CMAR Contractor functions into the overall design delivery process. This section should also include an acknowledgment of the Proposer’s ability to perform the Pre-Construction scope of services within the stated Pre-Construction Phase fee.

2. **Description of CMAR Contractor’s approach and role during Construction.** Proposer should provide the approach the performing construction and construction management services as required to deliver a constructed project within budget and schedule goals. This section should be specific with respect to project management processes; change management; definable features of work, work break down structure, risk identification, risk avoidance, and risk mitigation strategies; quality control/quality assurance, quality auditing, and deficiency reporting; scheduling and sequencing strategies; subcontractor management; and other processes required for successful project execution. This section should also include proposed construction methodologies, a description of the Proposer’s Health and Safety program (and associated approach to site safety and subcontractor adherence), and a description of the Proposer’s Quality Control program.

3. **Project Schedule.** Proposers should provide a proposed Project schedule that corresponds to the scope of services. Proposals that do not include a Project schedule may be rejected at the option of BREC.

4. **DBE Participation Plan.** BREC is an equal opportunity employer and encourages the participation of certified Disadvantaged Business Enterprises (“DBE”) in all of its projects. As such, Proposers are strongly encouraged to make good faith efforts to utilize certified DBEs for a portion of this Project. Proposers should include in their Proposal a description of its plan for commercially meaningful participation by certified DBEs on this Project. The term “DBE” as used herein means a business entity that is officially certified as a disadvantaged business enterprise under the State and Local Disadvantaged Business Enterprise program (“SLDBE”) or the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”).

**Required Proposal Attachments**

Proposer shall include with its Proposal all completed documents attached to this RFQ, including the following:

- Attachment A – Proposal Form
- Attachment B – Proposer Organization Form
1.12 **EVALUATION/SCORING METHODOLOGY (100 POINTS)**

Selection will be made on the basis of Proposers’ competence and qualifications, not on the basis of fee. The following evaluation criteria and scoring chart will be used by the Selection Review Committee to score responsive Proposals:

<table>
<thead>
<tr>
<th>PART A — HISTORY, ORGANIZATION, AND FINANCIAL CONDITION</th>
<th>20 points</th>
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</thead>
<tbody>
<tr>
<td>• History of Proposer including: safety record, pending/prior litigation, arbitration, sanctions, suspensions, debarments, or any and all other penalties or reprimands levied against Proposer by a licensing, ethical, or other regulatory agency.</td>
<td>5</td>
</tr>
<tr>
<td>• Business organization, structure, size, office locations, and depth of resources of Proposer.</td>
<td>5</td>
</tr>
<tr>
<td>• Proposer has adequate financial resources for performance or has the ability to obtain such resources as required during performance.</td>
<td>5</td>
</tr>
<tr>
<td>• Quality of Proposer’s Safety Plan.</td>
<td>5</td>
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<tr>
<th>PART B — PROPOSER QUALIFICATIONS AND EXPERIENCE</th>
<th>30 points</th>
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</thead>
<tbody>
<tr>
<td>• Established qualifications and experience in successfully working with a large multi-discipline team on projects of a similar size, complexity and scope.</td>
<td>10</td>
</tr>
<tr>
<td>• Technical competence, experience and education of Key Personnel including number of qualified staff and support staff.</td>
<td>10</td>
</tr>
<tr>
<td>• Technical competence, experience and education of Proposer senior project manager.</td>
<td>10</td>
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<tr>
<th>PART C — RELEVANT PROJECT EXPERIENCE</th>
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<tr>
<td>• Recent, relevant, and successful experience with similar projects.</td>
<td>10</td>
</tr>
<tr>
<td>• Quality of comparable experience.</td>
<td>5</td>
</tr>
<tr>
<td>• Quality of relevant project samples and references.</td>
<td>5</td>
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<tr>
<th>PART D — APPROACH &amp; METHODOLOGY</th>
<th>30 points</th>
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<tr>
<td>• Demonstrate capability to provide the Scope of Services by showing a clear understanding of the requirements and the services to be performed. Demonstrates an interactive approach with BREC staff, Project Team, the public and sufficient involvement on behalf of the principal/project manager. Demonstrates a clear understanding of BREC’s mission and organization. Clearly explains procedures that will be used for the Project.</td>
<td>5</td>
</tr>
<tr>
<td>• Demonstrates a quality approach and methodology for performance of Pre-Construction services.</td>
<td>5</td>
</tr>
<tr>
<td>• Demonstrates a quality approach and methodology for performance of Construction services.</td>
<td>5</td>
</tr>
<tr>
<td>• Project schedule corresponds to the scope of services and demonstrates Proposer’s ability to provide such services in a timely manner.</td>
<td>5</td>
</tr>
<tr>
<td>• DBE Participation Plan demonstrates Proposer’s commitment to using certified DBE firms for performance of Pre-Construction and Construction services.</td>
<td>10</td>
</tr>
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</table>

**TOTAL POINTS POSSIBLE**

100 points
1.13 **PASS/FAIL REQUIREMENTS**

Proposers must include all of the following in its Proposal and demonstrate the stated minimum requirements to be considered responsive with respect to this RFQ. Failure to submit any of the following will result in disqualification, and Proposer will not be further evaluated for selection as the CMAR Contractor on the Project:

1. **Cover Letter/Executive Summary** – as described in Section 1.11;
2. **Surety Letter** – as described in Section 1.11 – Part A(2)(a);
3. **Licensure/Certifications** – as described in Section 1.11 – Part B (1);
4. **Required Proposal Attachments** – as listed in Section 1.11.

1.14 **SELECTION REVIEW COMMITTEE**

In accordance with La. R.S. 38:2225.2.4, BREC has appointed a Selection Review Committee consisting of one (1) design professional not involved with the Project, one (1) construction professional not involved with the Project, one (1) representative of BREC, and two (2) members at large to review the Proposals, score the Proposers, and recommend award. The Selection Review Committee is as follows:

(1) Greg Grandy, Design Professional  
(2) Wynn Ward, Licensed Contractor  
(3) Kahli Cohran, At Large  
(4) Davis Rhorer, At Large  
(5) Reed Richard, BREC representative

After receipt of the Proposals, the Selection Review Committee will evaluate and score the Proposers using the evaluation criteria provided in Section 1.12 and issue a recommendation of award to the BREC Commission.

1.15 **INTERVIEWS/PRESENTATIONS**

BREC, in its sole discretion, may request an oral or written presentation or interview with Proposers to enhance its understanding of Proposers’ capabilities, resources, approach, or any other aspect of their Proposals. If presentations/interviews are requested by BREC, detailed information and requirements for presentations or interviews will be provided to the primary point of contact for each Proposer. Any commitments or representations made by a Proposer during a presentation (if any) may become formally recorded in the final Contract. Upon conclusion of presentations/interviews (if any) and deliberations by the Selection Review Committee, a recommendation of the selected CMAR Contractor will be sent to the BREC Commission. BREC reserves the right to select a Proposer and award a contract without any such interview/presentation.

1.16 **NOTICE OF INTENT TO AWARD**

Upon review and approval of the Selection Review Committee’s recommendation for award by the BREC Commission, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. BREC will notify all unsuccessful Proposers as to the outcome of the evaluation process. The completed evaluation summary and recommendation report shall be made available to all interested parties upon request after the Notice of Intent to Award letter has been issued.

1.17 **CONTRACT NEGOTIATION**

The Contract arising from this selection process shall be based solely on the terms and conditions as outlined within this RFQ, including all related attachments and appendices. However, BREC reserves the right to negotiate the terms of the Contract, General Conditions, and/or services as generally referred to in this RFQ prior to execution of the Contract.
Upon the BREC Commission’s approval of the Selection Review Committee’s written recommendation, BREC will begin negotiations with the selected Proposer for the Pre-Construction services. If an agreement cannot be reached with the selected Respondent, BREC reserves the right to terminate negotiations with the selected Proposer and initiate negotiations with the next highest ranked Proposer. BREC reserves the right to include additional negotiation provisions if the inclusion is in the best interest of BREC, as determined solely by BREC.

Proposer should not submit its own standard contract terms and conditions as a response to this RFQ. Proposers need to address the specific language in the draft Contract (Appendix 1) and submit with their Proposal any exceptions or exact contract deviations that they wish to negotiate. 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.

1.18 CONTRACT AWARD AND EXECUTION
Award shall be made to the Proposer whose Proposal, conforming to the RFQ, will be the most advantageous to BREC. BREC reserves the right to enter into a Contract based on the initial offer and Proposal information received without further discussion of the Proposal submitted or further negotiations. BREC intends to award to a single Proposer, but reserves the right to contract for all or a partial list of services offered in the Proposal. The RFQ, any Addenda, and the Proposal of the selected CMAR Contractor will become part of any Contract initiated by BREC.

If the selected Proposer fails to execute the Pre-Construction Services Contract within 30 calendar days after issuance of the Notice of Intent to Award, BREC may elect to cancel the award and commence negotiations with the next-highest-ranked Proposer.

1.19 COMMUNICATIONS
From the issuance of this RFQ until Contract award, all communications concerning this solicitation, its evaluation, and negotiations are formal. All correspondence must be in writing and transmitted directly to Lori Foreman in accordance with Section 1.8. Proposers are not permitted to communicate about this RFQ in any manner with any BREC personnel, BREC Commissioner, Selection Review Committee member, Project Team member, or any other BREC consultant or representative. If a Proposer is approached by any such individual listed above with information or questions concerning this RFQ, the Proposer shall immediately contact Lori Foreman above for direction. Failure to abide by this formal communication requirement may cause BREC to disqualify Proposer from further consideration.

1.20 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 Proposals. Proposals will not be considered confidential under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.
Proposers must clearly designate the part of their Proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the Proposal with the following legend, specifying the specific section(s) of his Proposal sought to be restricted in accordance with the conditions of the legend:

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, BREC 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 attorneys’ fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

BREC reserves the right to make any Proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other BREC agencies or organizations for the sole purpose of assisting BREC in its evaluation of the Proposal. BREC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If a Proposal contains confidential information, Proposer should also submit a redacted copy along with the Proposal. If Proposer does not submit the redacted copy, Proposer will be required to submit one within 48 hours of notification of a request. When submitting the redacted copy, Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by a Selection Review Committee member. The redacted copy should also state which sections or information has been removed.”

1.21 ERRORS AND OMISSIONS

If a Proposer discovers any discrepancy, error or omission in this RFQ, including Attachments and Appendices, BREC shall be notified immediately via email as provided in Sections 1.8 and 1.19 and, if necessary, a written clarification and/or notification will be posted to LaPAC. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in this RFQ.

BREC shall not be liable for any error or omission in Proposals. BREC reserves the right to make corrections or amendments due to patent errors identified in a Proposal by BREC or the Proposer, but BREC will not do so without Proposer’s prior consent. BREC, at its option, has the right to request clarification or additional information from Proposers.

1.22 PERFORMANCE AND PAYMENT BOND

The CMAR Contractor shall be required to provide performance and payment bonds in the amount of Thirty Million dollars and no/100 ($30,000,000.00) to insure the successful performance under the terms and conditions of the
Contract for Construction Services negotiated between the CMAR Contractor and BREC. The bonds shall be subject to forfeiture for failure on the part of the CMAR Contractor to perform its obligations under the Construction Contract.

1.23 **Changes, Addenda, Withdrawals**

Addenda to this RFQ may be necessary prior to the Proposal Submission Deadline and will be posted on LaPAC and made available to Proposers. Failure to acknowledge receipt of Addenda in accordance with the instructions contained in the Addenda may result in a Proposal being considered non-responsive. BREC reserves the right to revise the Schedule of Events or revise any part of this RFQ by issuing addenda to the RFQ up to 72 hours prior to the Proposal Submission Deadline. If an addendum is issued within less than 72 hours of the Proposal Submission Deadline, an appropriate time extension for submission of Proposals will be granted. BREC also reserves the right to cancel or reissue the RFQ.

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

A Proposer may withdraw its Proposal that has been submitted at any time up to the Proposal Submission Deadline. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to Lori Foreman in accordance with Section 1.8.

1.24 **Material in the RFQ**

Proposals 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.

1.25 **Waiver of Administrative Informalities**

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

1.26 **Proposal 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, in whole or in part, all Proposals submitted and/or cancel this RFQ if it is determined to be 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 a score deduction in the evaluation of the Proposal.

1.27 **Ownership of Proposal**

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

1.28 **Cost of Proposal Preparation**

Costs associated with developing the Proposal, preparing for oral presentations/interviews (if any), and any other expenses incurred by the Proposer in responding to this RFQ are entirely the responsibility of the Proposer. BREC shall not be liable for reimbursement of any of these costs.
1.29 **Taxes**
All taxes, other than state and local sales and use taxes from which BREC is exempt, shall be the responsibility of the CMAR Contractor.

1.30 **Proposal Validity**
All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its Proposal. However, BREC reserves the right to reject a Proposal if the Proposer’s alternative time period is unacceptable to BREC and the Proposer is unwilling to extend the validity of its Proposal.

1.31 **CMAR Contractor Responsibility**
The selected Proposer shall be required to assume responsibility for all items and services offered in its Proposal whether or not it directly produces or provides them. BREC shall consider the selected Proposer to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract(s).

1.32 **Corporation Requirements**
Upon the award of the Contract, if the selected Proposer is a corporation and not incorporated under the laws of the State of Louisiana, it shall have obtained a certificate of authority to transact business in Louisiana pursuant to La. R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of a contract.

If the selected Proposer is a for-profit corporation whose stock is not publicly traded, it 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, then evidence of a current occupational license and/or permit issued by BREC shall be supplied by the successful vendor, if applicable.

1.33 **Use of Subconsultants**
The CMAR Contractor shall serve as the single prime contractor for all work performed pursuant to the Contract. The CMAR Contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, the CMAR Contractor may enter into subcontract arrangements. Accordingly, Proposers may submit a Proposal, which identifies subcontract(s) with others, provided that the Proposer acknowledges total responsibility for the entire Contract.

If a Proposer intends to subcontract portions of the services or to form a joint venture or other Project specific entity, the Proposer should identify each subcontractor or venture partner and should include specific designations of the tasks to be performed by the subcontractor or venture partner. Information required of the Proposer under the terms of this RFQ is also required for each subcontractor or venture partner. Unless provided for in the Contract with BREC, the CMAR Contractor shall not contract with any party other than those named in its Proposal for furnishing the work and professional services herein contracted for without the express written approval of BREC.

BREC is an equal opportunity employer and encourages the participation of certified Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers are strongly encouraged to make good faith efforts to utilize certified DBEs for a portion of this Project. Proposers are requested to include in their Proposal a description of plans for DBE participation on this Project.
Information required of Proposer under the terms of the RFQ, is also required for each of the Proposer’s subconsultants and the subconsultants must agree to be bound by the terms of the Contract. The Proposer shall assume total responsibility for compliance.

1.34 Acceptance of Proposal Content

The mandatory RFQ requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposers to accept these obligations may result in the rejection of the Proposal.

1.35 Debriefings

Debriefings may be scheduled by Proposers after the Notice of Intent to Award letter has been issued and with 72 hours of advanced notice by contacting Purchasing by phone at 225-272-9200 extension 1522 or E-mail to lori.foreman@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing Proposer’s own Proposal scoring results. If a Proposer wishes to view other file documents, a Public Records request in accordance with La. R.S 44:1, et seq. must be submitted.

1.36 Insurance Requirements

Upon contract award, the CMAR Contractor shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFQ (see Appendix 3). 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. Upon contract award, the CMAR Contractor shall include all subconsultants as insureds under its policies or shall insure that all subconsultants satisfy the same insurance requirements stated herein for the CMAR Contractor.

1.37 Payment for Services

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

1.38 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 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by CMAR Contractor in connection with the performance of the services contracted for herein shall become the property of BREC, and shall, upon request, be returned by CMAR Contractor to BREC, at CMAR Contractor’s expense, at termination or expiration of the Contract.
1.40 CONFLICTING PROVISIONS/ORDER OF PRECEDENCE

In the event of an inconsistency between the Contract, the RFQ, and/or the CMAR Contractor’s Proposal, the inconsistency shall be resolved by giving precedence first to the Contract (AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as modified by BREC and AIA A201-2017 General Conditions of the Contract, as modified by BREC), then to the RFQ and subsequent Addenda (if any) and finally, the CMAR Contractor’s Proposal.

1.41 CONTRACT CHANGES

No additional changes, enhancements, or modifications to the Contract 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 CMAR Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

1.42 SUBSTITUTION OF PERSONNEL

If during the term of the Contract, the CMAR Contractor or one of its subconsultants cannot provide the personnel as proposed and the CMAR Contractor requests a substitution, then 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 CMAR Contractor that every reasonable attempt shall be made to assign the personnel listed in the CMAR Contractor’s Proposal.

1.43 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.

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.

1.44 PROTESTS

In accordance with La. R.S. 38:2225.2.4, there shall be no challenge by any legal process to the choice of the successful CMAR Contractor, except on the grounds of: (a) fraud; (b) bias for pecuniary or personal reasons not related to the taxpayers’ interest; or (c) arbitrary and capricious selection by BREC. If a Proposer believes it was adversely affected by BREC’s procurement process or award due to one of the grounds listed above, the Proposer may file a protest as follows:

- Protests shall be submitted in writing to Lori Foreman in accordance with Section 1.8 and specifically state the particular facts forming 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 a properly filed protest within fifteen (15) days of the receipt thereof. BREC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

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

(Continued on Next Page)
PART II – CMAR CONTRACTOR SCOPE OF WORK/SERVICES

2.1 Scope of Work (Tasks & Services)

The overall scope of Phase 1 for the Greenwood Park/BR Zoo Project includes but is not limited to demolition; water, sewer, gas, drainage, electrical utility infrastructure, a reconfigured vehicular entry sequence at LA Highway 19 connecting the park and zoo and creating new bike and pedestrian paths. At the zoo entrance, a new parking lot for over 500 cars will utilize best practices in stormwater management infrastructure and maintain as many of the existing trees as possible. Sensitive wetland areas and heritage trees will need protection during construction. An existing disc golf course will be relocated south of its existing location.

A new signature connectivity promenade will be located along Cypress Bayou and connect the new zoo entrance to the existing Waterfront Building. The 20-foot wide promenade is intended to celebrate the restored Bayou and create opportunities for education and exploration along this quarter-mile path that will possibly be constructed of local and recycled materials. An undulating shade structure over the promenade will provide relief from the sun and wayfinding to and from the zoo. Unique, iconic swings will also be located along the promenade for resting and a bit of whimsy and fun.

Phase 1 includes a new unique destination adventure playground. The new play area will take advantage of the existing forest, allowing for adventure and nature play to carefully integrate into the natural environment. New topography will bring children up and down the site allowing them to explore. Elements like a giant black bear with a slide wrapping around, or tree houses perched in the live oaks, tugboat and barge themed structures will serve as vessels for children to move water into a sandy area where they can sculpt and create shapes. New shade structures and pavilions added along the 16-acre Lake will provide additional opportunities for families to host events.

Phase 1 also includes J.S. Clark Golf Course improvements to ensure that when the 18-hole Dumas Golf Course is repurposed in Phase 2, golfers will have a premiere 9-hole golf course in operation. Improvements to J.S. Clark include longer fairways that potentially cross over Cypress Bayou and an enhanced driving range facility.

Phase 1 of the Zoo improvements will focus on achieving AZA accreditation by separating sanitary and storm systems, installing a new AZA security fence, revising the train route to be entirely within that fence, and creating new exhibits for pigmy hippo, colobus, red river hogs and new aviaries. It also includes new nighthouses for giraffes, bison, elk, jaguar and spectacled bear.

The giraffe exhibit will offer guests an opportunity to feed the animals. Phase 1 will also include a new large entry building, with entry and orientation plazas that will connect to the new 500 car parking lot, presenting a fresh new face for the Zoo and Greenwood Park to the Baton Rouge region.

CMAR Scope

The CMAR Pre-Construction services involves working with BREC and its Design Team, to assist in the completion of a comprehensive set of construction documents including constructability reviews, the assessment of appropriate means and methods, developing and updating the Critical Path Method (CPM) construction schedule, and providing input into the development of innovative time savings and cost savings ideas for project design. The CMAR Contractor will also provide opinions of probable construction costs (OPCCs) as part of the preconstruction phase of a project in addition to attending and actively participating in numerous meetings throughout the project’s design. The preconstruction services may include, but are not limited to, the following:

- Design Development
  The Design Team proceeds with 30%, 60%, 90%, and 100% and final plans, collaborating with BREC and the CMAR
Contractor on design decisions and constructability. During each of the Design Development stages, the CMAR Contractor prepares a CPM Project Schedule in accordance with the Contract requirements, performs constructability reviews, and offers suggestions for construction phasing and innovative design and material alternatives. At the end of each design stage, the Design Team submits Plans and Specifications for the CMAR Contractor and BREC’s review, comments, and suggestions. The CMAR Contractor also reviews the Plans and Specifications and offers redline comments to improve the plans for constructability, construction logistics, clarify ambiguities, and provide consistency with the CMAR Contractor proposed means and methods. In the early design stage, the phasing and sequencing of the Project in consideration with Project characteristics, should be established and agreed by all parties. Modifications to the phasing and sequencing can be made as the plans progress and new and innovative ideas are discussed, especially in relation to identified Project risk and characteristics. At critical moments in the design process, it may be appropriate for the CMAR Contractor to facilitate design and constructability conversations between BREC, the Design Team, and potential subcontractors with specific trade experience that will improve the quality of the construction process. With each submission, the CMAR Contractor shall develop a list of Value-Engineering suggestions with potential cost savings and impacts on the design, scope, and schedule. This list shall be reviewed by BREC and the Design Team. Only items approved by BREC will be accepted for future documentation.

- **Opinion of Probable Costs Review Meetings**

The CMAR Contractor updates the OPCC based on each design stage plans and specifications, and an OPCC Review Meeting is held with BREC, the CMAR Contractor, and the Design Team. The OPCC Review Meeting may occur at the beginning of the Pre-Construction Phase if preliminary design development has occurred prior to procurement of the CMAR Contractor. At this meeting BREC, the CMAR Contractor and the Design Team review the OPCC for all pricing assumptions and means and methods. The CMAR Contractor shall identify the changes in the OPCC or changes that may affect the OPCC and schedule based on the these factors at a minimum; design changes, new specifications, identified risks and risk mitigation, opportunities for innovation, material changes, phasing or sequencing changes, or other project limitations. The CMAR shall share with BREC and the Design Team detailed pricing including pricing from subcontractors, where their services are utilized.

- **OPCC and Submittals**

The CMAR Contractor submits an Opinion of Probable Construction Cost (OPCC) to BREC and the Design Team at the established pricing milestone, typically at plan stages coinciding with the plan submittal. The items with significant costs, researched and determined by BREC and the Design Team, will be discussed by the Project Team to modify the design, assumption and clarifications, production rates or other item(s) determined to be of different cost opinions. This process is used to potentially arrive at the GMP and maximum number of days.

- **Cost Estimate Review Meeting**

The purpose of the meeting is to discuss the CMAR Contractor’s estimated items of work with pricing requiring clarification, and verification by BREC and the Design Team. Prior to the meeting, the BREC Project Manager reviews the OPCC with the Design Team and identifies all cost items that need further clarification and verification. During the Cost Review Meeting, the BREC Project Manager, the Design Team, and the CMAR Contractor attempt to reconcile pricing differences for those identified items. The reconciliation process gives all parties the opportunity to understand each other’s perspectives about pricing assumptions and risk assignment. These meetings occur at design stages and as often as BREC and the CMAR Contractor need to arrive at a GMP and final schedule with a decision being made by final plans.

- **Update OPCC, and Schedule**

At the conclusion of the Cost Estimate Review Meeting, the CMAR Contractor must update the OPCC and Schedule to reflect all changes resulting from the Design Review Meeting and Cost Review Meeting.
Subsequent OPCC Submittals

Design development continues in this cycle of design submittals, OPCC submittals, risk assessment, and cost reviews for all established pricing milestones. Typically, these coincide with the Design Team’s submittals according to that Contract. However, additional OPCC submittals may be required if design refinements are required or if significant pricing variances remain. The goal, through this iterative process, is to narrow pricing differences throughout the Pre-Construction Phase, such that the GMP proposal is within an acceptable amount and within BREC’s construction budget.

Completion of the GMP

Prior to completion of the final plans, BREC and the CMAR Contractor must agree on a GMP, maximum number of contract days, phasing and sequencing, and constructability for the CMAR Contractor to be awarded the construction Contract. If BREC and the CMAR Contractor cannot agree on these items, the project will be advertised as a design build project and the CMAR Contractor will not be eligible to bid pursuant to La. R.S. 2225.2.4. A complete GMP package must be prepared and submitted as required in the Pre-Construction Services Contract for incorporation into the Construction Contract.

2.2 Project Requirements

After award and execution of the Pre-Construction Contract, the CMAR Contractor will perform the following pursuant to La. R.S. 2225.2.4(G)(1)-(6).

- The design professional, in consultation with the CMAR Contractor, shall proceed with design services.
- BREC shall obtain an opinion of probable cost of the Project from both the CMAR Contractor and the design professional when final design of the Project is not more than sixty percent (60%) complete, and again when final design of the Project is not more than ninety percent (90%) complete.
- The CMAR Contractor shall provide to BREC a GMP for construction of the Project, before or upon completion of the final design.
- If BREC and the CMAR Contractor are able to negotiate, and to establish and agree upon a GMP to render construction services for the Project, and additionally, to agree upon constructability, construction phasing and sequencing, and the maximum number of contract days to complete the Project, BREC may then award the Contract for construction services to the CMAR Contractor for the construction phase of the Contract.
- Once a GMP is agreed upon, BREC may contract with the CMAR Contractor to undertake construction services. Additionally, BREC may determine and contract with the CMAR Contractor to undertake specific items of construction services prior to agreement upon a GMP for such items, provided such undertaking is for the benefit of the Project and a GMP for the undertaking can be agreed upon between BREC and the CMAR Contractor. Such items may benefit the Project, including but not limited to items that require a long lead time, may further the understanding of unknown site conditions, or other items.
- If BREC and the CMAR Contractor are not able to agree upon constructability, construction phasing and sequencing, the GMP for the Project, the maximum number of contract days to complete the Project, and to reach a negotiated agreement, then the Project shall be readvertised and publicly bid utilizing the design-bid-build delivery method, provided the CMAR Contractor shall be prohibited from bidding on the Project.

2.3 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about May 2020 and is anticipated to conclude within twenty-four (24) months.
2.4  PROJECT LOCATION
Location of the work: Greenwood Community Park - 13350 Highway 19, Baker, Louisiana, 70714. Meetings/Delivery may be performed, completed or managed at BREC’s Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.

(Continued on next page)
PART III – BREC Commissioners/Project Team

To assist Proposers in determining and disclosing any potential conflicts of interests or potential conflicts of interest, BREC’s Project Team firms and members and Commissioners are identified below.

3.1 BREC PROJECT TEAM:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sasaki Management</td>
<td>Prime Management of Full Consultant team for both the Zoo and the Park work. Includes communications with BREC and Community Stakeholders.</td>
</tr>
<tr>
<td>Sasaki Design</td>
<td>Landscape, Civil, Architecture, Graphic Design for All Park Related Work includes design for Zoo Entry Sequence, Parking Area, and Entry Plaza.</td>
</tr>
<tr>
<td>Torre</td>
<td>Zoo Landscape and Architecture which includes entry building, orientation plaza and all Exhibit Design. Scope includes Specialty Consultants related to animal health and safety.</td>
</tr>
<tr>
<td>CSRS</td>
<td>Underground Utility Design for Park and Zoo Areas included the decoupling of the storm and sanitary systems in the Zoo. Hydrological Modeling for Cypress Bayou to increase storm capacity. Permit Coordinator for Army Corp of Engineers and other jurisdictional agencies.</td>
</tr>
<tr>
<td>Carbo</td>
<td>Local Landscape Architecture Advisory Role for Zoo and Park. Detailed Planting Design for Entire Project and Construction Oversight for Park and Zoo Work.</td>
</tr>
<tr>
<td>Vectura</td>
<td>Traffic Counts and Report for Highway 19 Entrance. Department of Transportation Permit Coordination. Signal Design.</td>
</tr>
<tr>
<td>Coastal Environment</td>
<td>Environmental Permitting Advisory Services, Cultural Survey, Ecological Restoration for Native Riparian Corridors.</td>
</tr>
<tr>
<td>Franklin Associates</td>
<td>Community and Stakeholder Outreach Coordination Similar to Master Plan Effort.</td>
</tr>
<tr>
<td>Eustis</td>
<td>Geotechnical Investigation (borings + report). Foundation and Pavement Review.</td>
</tr>
<tr>
<td>Tillet</td>
<td>Lighting Design for Exterior Conditions Including all of the Park and the Zoo Entry Building and Orientation Plaza</td>
</tr>
<tr>
<td>AST</td>
<td>Mechanical, Electrical, and Plumbing Engineering for Zoo Entry Building and Animal enclosures. Full Site Electrical Engineering.</td>
</tr>
<tr>
<td>Julien</td>
<td>Structural Engineering for Zoo Entry Building, Park Shade Structures, Adventure Play Structures, and Park Walls.</td>
</tr>
<tr>
<td>Fountain People</td>
<td>Water Feature Design and Engineering for New Park and Zoo Water Features.</td>
</tr>
<tr>
<td>CE Golf</td>
<td>Redesign of J.S. Clark Golf Course, Schematic Consultation on Mini-Golf Facility and Driving Range.</td>
</tr>
<tr>
<td>Trees Preservation</td>
<td>Tree Preservation Strategies for Signature Trees in Zoo and Park Areas.</td>
</tr>
<tr>
<td>Play Code</td>
<td>Review of Adventure Playground Design to Ensure it Adheres to National Safety Standards.</td>
</tr>
</tbody>
</table>

3.2 BREC COMMISSIONERS:

- Lloyd H. Benson, Jr.
- Shelton C. Dixon
- Vacant
- Davis Rhorer
- Rossie Washington, Jr.
- Sandra Davis
- Kenneth Pointer
- Jerry Jones, Jr.
- Connie Bernard
PROPOSAL FORM

BREC

Proposals will be received until 11:00 A.M. CT., Monday, March 30, 2020 by the BREC Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, Louisiana 70806, at which time Proposals will be publicly opened.

PROPOSAL OF ____________________________________________________________

ADDRESS ________________________________________________________________

DATE _________________________________________________________________

BREC
Purchasing Manager
6201 Florida Boulevard
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. 198
CONSTRUCTION MANAGER at RISK (CMAR) Contractor for
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO

as set forth in the following Contract Documents:

1. Notice to Proposers
2. Request for Qualifications (Attachments and Appendices)
3. Contract
4. The following enumerated addenda: ___________ receipt of which is hereby acknowledged.

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about May 2020 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 Contract, it being understood that time is of the essence.

The price for performance of Pre-Construction Services shall be One Hundred Fifty Thousand dollars and no/100 ($150,000.00). The price for performance of Construction Services will be negotiated and accepted pursuant to RS 38:2225.2.4.

(SIGNATURE)

(Typed Name and Title)

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

Proposer is:

AN INDIVIDUAL

Individual’s Name: ____________________________________________

Doing business as: ____________________________________________

Address: _____________________________________________________

Telephone No.: __________________ Fax No.: ______________________

A PARTNERSHIP

Firm Name: ___________________________________________________

Address: _____________________________________________________

Name of person authorized to sign: ________________________________

Title: _________________________________________________________

Telephone No.: __________________ Fax No.: ______________________

A LIMITED LIABILITY COMPANY

Company Name: _______________________________________________

Address: _____________________________________________________

Name of person authorized to sign: ________________________________

Title: _________________________________________________________

Telephone No.: __________________ Fax No.: ______________________

A CORPORATION

IF PROPOSAL 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.: ______________________

IF PROPOSAL 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 ________________________________
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
POTENTIAL CONFLICT OF INTEREST CERTIFICATION

Proposer Name: __________________________________________

Project Name: __________________________________________

Proposer hereby indicates that it has determined that, to the best of its knowledge and belief:

□ NO potential organizational conflict of interest exists.

□ A potential organizational conflict of interest exists as follows: 

Attach additional sheets as necessary. Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):

Signature: ________________________________ Date: __________________________

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with BREC personnel and legal counsel.

Name: ______________________________________

Phone: ________________________________
PROPOSER AFFIDAVIT

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

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. 198
CONSTRUCTION MANAGER at RISK (CMAR) Contractor for
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO

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

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

_______________________________________

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this______day of______________________, 2020 in Baton Rouge, Louisiana.

_______________________________________

NOTARY PUBLIC
FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA A133-2009 AS MODIFIED BY BREC)
PART A: PRE-CONSTRUCTION SERVICES AND PART B: CONSTRUCTION SERVICES

DRAFT Standard Form of Agreement Between Owner and Construction Manager shall be issued by Addendum

Part A: Pre-Construction Services (design assist) Agreement and Part B: Construction Services (where the Construction Manager is also the Constructor) Agreement, if awarded, will be awarded under two (2) separate contracts.

To be issued electronically.
General Conditions of the Contract for Construction shall be issued by Addendum.

To be issued electronically.
Insurance Requirements for:
REQUEST FOR QUALIFICATIONS No. 198
CONSTRUCTION MANAGER at RISK (CMAR) for
GREENWOOD COMMUNITY PARK and BATON ROUGE ZOO

CMAR CONTRACTOR’S AND SUB-CONSULTANT’S INSURANCE: CMAR Contractor 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. CMAR Contractor 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. CMAR Contractor 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


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
APPENDIX 4

GREENWOOD COMMUNITY PARK – EXISTING SITE PLAN

Download file here: Greenwood Community Park – Existing Site Plan

APPENDIX 5

BATON ROUGE ZOO – EXISTING ZOO MAP 01-09-2015

Download file here: Baton Rouge Zoo – Existing Zoo Map 01-09-2015

APPENDIX 6

GREENWOOD COMMUNITY PARK + BATON ROUGE ZOO MASTER PLAN REPORT

Download file here: Greenwood Community Park + Baton Rouge Zoo Master Plan Report (large file)

APPENDIX 7

GREENWOOD COMMUNITY PARK MASTER PLAN REPORT – RESOURCE DOCUMENTS

Download file here: Greenwood Community Park Master Plan Report – Resource Documents (large file)

APPENDIX 8

GREENWOOD COMMUNITY PARK – PHASE I DIAGRAM

Download file here: Greenwood Community Park – Phase I Diagram

APPENDIX 9

BATON ROUGE ZOO – PHASE I DIAGRAM

Download file here: Baton Rouge Zoo – Phase I Diagram