RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE BREC PURCHASING OFFICE 6201 FLORIDA BLVD. BATON ROUGE, LA 70806 TELEPHONE: (225) 272-9200, x1522

TO: THE ADVOCATE OFFICIAL JOURNAL ATTENTION: LEGAL DEPARTMENT

PURCHASE ORDER #

PLEASE RUN THIS AD 3 TIMES: 11/08/2021, 11/15/2021 and 11/22/2021 BIDS TO BE OPENED: 12/08/2021

Notice to Proposers

Notice is hereby given that sealed proposals will be received by the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) until <u>December 8,</u> <u>2021 at 11:00 AM</u> local time in Room 1501, BREC Administration Building, 6201 Florida Blvd., Baton Rouge, Louisiana, 70806 for:

RFP No. 208 - Project Management, Grant Management and Administrative Services

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 1501 of the Administration Building. All interested parties are invited to be present.

Copies of the Request for Proposal may be obtained from the Purchasing Division, 6201 Florida Blvd, Room 1501, Baton Rouge, LA 70806 or telephoning 225-272-9200, extension 1522. The right to reject any and all proposals and to waive irregularities and informalities is reserved.

BREC is an equal opportunity employer and encourages the participation of DisadvantagedBusiness Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation underthis Contract as suppliers or subcontractors. All questions concerning the Solicitation and Contract Documents must be received in accordance with the Schedule of Events cited in the Solicitation documents and as further defined in the Proposer InquiryPeriods section of the same document.

*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm</u> and isavailable for vendor self-enrollment.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, , BREC will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE

/s/ Corey K. Wilson, Superintendent

THE ADVOCATE BATON ROUGE, LOUISIANA

To be Published # Times: 11/08/2021, 11/15/2021 and 11/22/2021

Request For Proposal



Solicitation No: 208

Project Management, Grant Management and Administrative Services

RFP Opening Date: December 8, 2021 at 11:00 AM CT

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

November 8, 2021

NOTE TO PROPOSERS:

1) Submit the separate set of Proposal Forms with all required information as your Proposal.

2) Retain the complete set of Specifications and Contract Documents for your file.

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	3
	1.1.1 Purpose	3
	1.1.2 Goals and Objectives	3
1.2	Definitions	3
1.3	Schedule of Events	4
1.4	Proposal Submittal	4
1.5	Proposal Response Format	5
	1.5.1 Number of Response Copies	6
	1.5.2 Legibility/Clarity.	6
1.6	Confidential Information, Trade Secrets, Proprietary Information	6
1.7	Proposal Clarifications Prior to Submittal	
	1.7.1 Pre-proposal Conference	7
	1.7.2 Proposer Inquiry Period	7
1.8	Errors and Omissions in Proposal	8
1.9	Proposal Guarantee (Not required for this RFP)	8
1.10	Performance Bond (Not required for this RFP)	
1.11	Changes, Addenda, Withdrawals.	
1.12	Withdrawal of Proposal	8
1.13	Material in the RFP	
1.14	Waiver of Administrative Informalities	
1.15	Proposal Rejection.	
1.16	Ownership of Proposal	9
1.17	Cost of Offer Preparation.	9
1.18	Non-negotiable Contract Terms	9
1.19	Taxes	9
1.20	Proposal Validity	.10
1.21	Prime Contractor Responsibilities	10
	1.21.1 Corporation Requirements	10
1.22	Use of Subcontractors	
1.23	Written or Oral Discussions/Presentations	10
1.24	Acceptance of Proposal Content	10
1.25	Evaluation and Selection	.10
1.26	Contract Negotiations	.10
1.27	Contract Award and Execution	10
1.28	Notice of Intent to Award.	11
1.29	Debriefings	11
1.30	Insurance Requirements	
1.31	Subcontractor Insurance	11
1.32	Indemnification	11
1.33	Fidelity Bond Requirements (Not required for this RFP)	12
1.34	Payment for Services	
1.35	Termination	
	1.35.1 Termination of this Agreement for Cause	12
	1.35.2 Termination of this Agreement for Convenience	
	1.35.3 Termination for Lack of Appropriated Funds.	12

PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.36	Assignment	13
	No Guarantee of Quantities.	
	Audit of Records	
	Civil Rights Compliance	
1.40	Record Retention	
1.41	Record Ownership	13
1.42	Content of Contract/Order of Precedence.	13
1.43	Contract Changes	13
1.44	Substitution of Personnel	14
1.45	Governing Law	14
1.46	Claims or Controversies	14
1.47	Proposer's Certification of Debarment and Suspension Compliance	14

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work/Services.	15
2.2	Period of Agreement	15
	Price Schedule	
2.4	Deliverables	15
2.5	Location	15
2.6	Proposal Elements	. 15
	2.6.1 Financial	. 15
	2.6.2 Technical	. 15

PART III. EVALUATION

3.1	Financial Proposal (20%)	16
3.2	Technical Proposal (80%)	16

PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements	18
4.2	Performance Measurement/Evaluation	18

ATTACHMENTS

A	Scope of Services	19
В	Proposal Form	21
	Pricing Schedule.	
	Bidder's Organization	
	Corporate Resolution	
	Insurance Requirements	

REQUEST FOR PROPOSAL FOR

Project Management, Grant Management and Administrative Services

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Recreation and Park Commission for the Parish of East Baton Rouge, in the State of Louisiana (hereafter referred to as BREC), invites interested parties to submit proposals to provide Project Management, Grant Management and Administrative Services for Disaster and Non-Disaster Projects. These projects will be applied for through Hazard Mitigation Assistance (HMA) and Community Development Block Grant - Disaster Recovery (CDBG-DR) programs. Projects will be located in incorporated and unincorporated areas of East Baton Rouge Parish and specifically determined through applications submitted and awarded under each program.

In order to effectively administer and manage the program, BREC is soliciting proposals from qualified and experienced firms to provide project management, grant management and administrative services.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by BREC governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested and able to provide knowledgeable personnel that are experienced in project management, grant management and administrative services.

1.1.2 Goals and Objectives

BREC, desires to engage with a grants management and administration consultant for professional services to provide management and administration support of grant activities and associated project management activities as needed for federal and state programs.

1.2 Definitions

- A. <u>BREC</u> Recreation and Park Commission for the Parish of East Baton Rouge.
- B. Consultant Awarded Proposer on this RFP
- C. <u>Contract</u> Refers to the binding document signed and agreed upon by BREC and the successful Proposer concerning this RFP.
- D. <u>Contractor</u> means successful offeror who enters into a binding, written agreement.
- E. <u>Department</u> Department for whom the solicitation is issued.
- F. <u>Discussions</u> For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- G. <u>May</u> The term "may" denotes an advisory or permissible action.
- H. <u>Must</u> The terms "must" denotes mandatory requirements.
- I. <u>Project Manager</u> Planning & Engineering Department staff member assigned to oversee the Project.
- J. <u>RFP</u> Request for Proposal
- K. Selection Committee Individuals assigned to review the proposals and recommend award

- L. <u>Shall</u> The term "shall" denotes mandatory requirements.
- M. <u>Should</u> The term "should" denotes desirable.
- N. State the State of Louisiana
- O. <u>Team</u> Project Management Team assigned to work with the selected Consultant throughout the project.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP Advertisement	November 8, 2021
Deadline to receive written inquiries	November 22, 2021; 11:00 AM CT
Deadline to answer written inquiries	November 30, 2021; 11:00 AM CT
Proposal Opening Date (deadline forsubmitting proposals)	December 8, 2021; 11:00 AM CT
Committee Review and Selection Period	December 9, 2021 – January 5, 2022
Contract Negotiation	January 6, 2022 – January 26, 2022
Selection of Professionals Recommendations to	January 27, 2022
Commission	
Commission approval	January 27, 2022

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

1.4 Proposal Submittal

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

Submittals are to be either mailed or hand-delivered and marked: REQUEST FOR PROPOSALS No. 208 Project Management, Grant Management and Administrative Services PROPOSAL OPENING DATE/TIME: December 8, 2021; 11 AM CT

to: BREC Purchasing Department 6201 Florida Blvd. Baton Rouge, LA 70806

All submittals shall be received no later than 11am CT, Wednesday, December 8, 2021.

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

Faxed or emailed submittals will not be accepted.

1.5 Proposal Response Format (Not to Exceed 25 Pages)

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. <u>Cover Letter:</u> Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with BREC. By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
 - 1. A current corporate officer, partnership member, or other individual specifically authorized to submita proposal as reflected in the appropriate records on file with the secretary of state; or
 - 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate oraffidavit; or
 - 3. Able to provide other documents indicating authority which are acceptable to the public entity.

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

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each personauthorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact personfor technical and contractual clarifications throughout the evaluation period.
- B. <u>Table of Contents:</u> Organized in the order cited in the format contained herein.
- C. <u>Proposer Qualifications and Experience</u>: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **<u>RFP Compliance</u>**: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. <u>**Project Strategy:**</u> Detailed strategy and implementation plan for project management, grant management and administrative services. This strategy is to include implementation actions, timelines, responsible parties, etc.
- G. <u>Project Schedule</u>: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- H. <u>Financial Proposal</u>: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) electronic copy on a CD or USB Flash Drive, and (1) redacted copy of the Vendor's proposal. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy". (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

"The data contained in pages ______ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission

of this proposal, BREC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit BREC's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

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

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

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 shallrequire said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A pre-proposal conference will not be held. The Proposer Inquiry period is your sole opportunity for submitting questions and obtaining official responses from BREC concerning this Request for Proposal. (See 1.3 –Schedule of Events)

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.4) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

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

for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

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 <u>written</u> and <u>timely</u> communications from Proposers.

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

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

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

E-Mail: <u>lori.foreman@brec.org</u> Phone: (225) 273-6421

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (Not required for this RFP)

1.10 Performance Bond (Not required for this RFP)

1.11 Changes, Addenda, Withdrawals

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

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by BREC to award a contract. BREC reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of BREC to do so.

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

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

BREC is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by BREC.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.21.1 Corporation Requirements

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

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

1.22 Use of Subcontractors

Each Consultant shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding.

1.23 Written or Oral Discussions/Presentations

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

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

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

1.27 Contract Award and Execution

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

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

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

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

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

BREC intends to award to a single Proposer.

1.28 Notice of Intent to Award

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

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

1.29 Debriefings

Debriefings may be requested by the participating Proposers after the Intent to Award letter has been issued. Contact may be madeby phone at (225) 272-9200, extension 1522 or E-mail to lori.foreman@brec.org to schedule the debriefing. Debriefings shall occurwithin 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

1.30 Insurance Requirements

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

1.31 Subcontractor Insurance (not required for this RFP)

1.32 Indemnification

Proposer agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expensesor other liabilities, including but not limited to those connected with any claim for personal injury, death,

property damage or other liability that may be asserted against BREC by any party which arises or isalleged in performing its obligations under this Agreement.

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

1.33 Fidelity Bond Requirements (Not required for this RFP)

1.34 Payment for Services

The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice BREC on a monthly basis. The contract will be issued with a maximum (not to exceed) total contractprice. Payments will be made by BREC within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

1.35 Termination

1.35.1 Termination of this Agreement for Cause

BREC may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

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

1.35.2 Termination of this Agreement for Convenience –

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

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

1.35.3 Termination for Lack of Appropriated Funds

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

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

1.36 Assignment

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

1.37 No Guarantee of Quantities

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

1.38 Audit of Records

BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years after final close-out of the disaster.

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

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

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to BREC for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

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

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

1.46 Claims or Controversies

Any Proposer who believes they were adversely affected by BREC's procurement process or award, may file a protest. It must be submitted in writing to the Director of Finance and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

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

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

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

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General

Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The scope of services is as outlined in Attachment A.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about February 2022 and is anticipated to conclude within 12 months.

2.3 Price Schedule

Prices proposed by the Proposers should be submitted on the Proposal form furnished herein as Attachment B-1. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes BREC to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in Attachment A are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location(s) the work/delivery service is to be performed, completed and managed is/are at location(s)

- The Consultants Place of Business
- Meetings/Delivery may be performed, completed or managed at BREC's Administrative Offices 6201 Florida Boulevard, Baton Rouge, LA, 70806.

2.6 Proposal Elements

2.6.1 Financial

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

2.6.2 Technical

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

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements)
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

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

PART III EVALUATION

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

3.1 Financial Proposal (Value of 20%)

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for all consulting work
- All other costs, if any, proposed by the Proposer

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost per the following formula:

The Proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other Proposers will receive cost points in accordance with the following CC= (LPC/PC multiplied by MAP). CC= computed cost, LPC= lowest proposed cost, PC= Proposer's cost and MAP=maximum allocated points

The Proposer will not be reimbursed for any travel, per diem, photocopying, telephone bills or other related expenses of the engagement unless incurred at the specific written request of BREC. All costs proposed are to be inclusive of all expenses necessary to provide the scope of services outlined in this RFP, and should be included in the hourly rates.

3.2 Technical Proposal (Value of 80%)

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

- Firm's capacity to address BREC's scope of work. (20%)
- Demonstration of the firm's prior experience in providing consulting services and its familiarity with FEMA, HUD and other Federal programs. (20%)
- Capability and qualification of the proposed personnel. (10%)
- Small Entrepreneurships (MBE/SBE/WBE) Initiative (5%)

• Proposed Strategy of the firm in representing BREC in project management, grant management and administrative services. (25%)

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

BREC strongly encourages the participation of Small andMinority and Women-owned business in all contracts or procurements let by BREC for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx

Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the LouisianaDepartment of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from

http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm.

You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <u>http://www.mbda.gov/contact</u>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be

terminated.

Service Providers will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance requirements are as outlined in Attachment A.

4.2 Performance Measurement/Evaluation (will be negotiated with successful proposer)

PART V FEDERAL CLAUSES (Not required for this RFP)



Attachment A Scope of Services

The consultant shall work closely and collaborate with various funding agencies and internal BREC departments to ensure the proper use and application of federal and state funds. Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the consultant shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and submit project applications, BCAs, budgets, reporting and project over site through closeout.
- Prepare the Requests for Payment to ensure consistency with guidelines and procedures established for each Program.
- Work with BREC to ensure that BREC has an acceptable financial management system as it pertains to the program guidelines and conforms to generally accepted principles of municipal accounting.
- Establish project files for BREC for each application submitted. These files mush demonstrate compliance with all applicable Local, State and Federal regulations. The project files must be updated throughout the program to ensure that they are complete and that all necessary documentation is being retained in the BREC files.
- With the assistance of BREC, help conduct public meetings when necessary. This includes, but is not limited to, such things as assisting with public notices, conducting the meeting, providing handouts if needed, et cetera.
- Ensure compliance with regulations governing land acquisition, easements, rights of ways, donations of property, transfer of property title, et cetera.
- Assist the Design Consultant in the preparation of all bid documents and supervision of the bidding process as itpertains to state and federal regulations.
- Secure the proper wage decision to be included in the bid documents, if required.
- Review construction contracts to ensure compliance with applicable State and federal regulations. Examples are Conflict of Interest Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for Contracts over \$100,000), HUD Handbook (6500.3), 0MB Circular A-102,
- (Attachment 0), Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, et cetera.
- Obtain contractor and subcontractor clearances from the State if necessary.
- If CDBG funding is awarded as matching funds, check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with the appropriate payrolls to ensure compliance with Davis Bacon requirements.
- Monitor construction to ensure compliance with equal opportunity and labor standards provisions if required.
- Make progress inspections and certify partial payment requests.
- Attend and assist the BREC during the State's monitoring visit(s). Prepare BREC's response to any monitoring findings.
- Assist in a final inspection of the project and assist BREC in the issuance of a final acceptance of work.
- Assist BREC in meeting the State's audit requirements.

- Prepare close-out documents.
- Assist BREC in meeting all of the Program requirements.
- Assist BREC with the preparation of a request for qualifications and the procurement of an engineering or landscape architecture firm(s) for the awarded projects under this allocation.
- Assist BREC in getting reimbursed on approved projects through HMA and CDBG funding agencies for all payments made by BREC.
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to BREC on the status of the various grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - Hours billed and amount invoiced by personnel
 - o Grant application development and revisions
 - o Grant application submissions and approvals
 - Obligated amounts versus eligible estimates
 - Issues with grant application submissions and resolutions
 - Issues requiring assistance
 - Amounts awarded to BREC per grant application
 - Requests for Reimbursement submitted
 - Estimated and actual costs
 - Reimbursements received by BREC
 - Insurance deductions
 - Grant application closeouts

ATTACHMENT B PROPOSAL FORM

Sealed proposals will be received until **11:00 AM CT**, Wednesday, December **8**, **2021** by the BREC Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana.

PROPOSAL OF _____

ADDRESS

DATE_____

BREC Finance Director 6201 Florida Blvd Baton Rouge, LA 70806

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

Project Management, Grant Management and Administrative Services

As set forth in the following Contract Documents:

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

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

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

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

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

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

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

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

(SIGNATURE)

(Typed Name and Title)

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



ATTACHMENT B-1 PRICING SCHEDULE

*This form must be sealed in a separate envelope marked "Proposed Consulting Fee."

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

Labor Category/Title	Qualification (Yrs. of Experience)	Hourly Rate
Project Executive/Principal		\$
Subject Expert		\$
Project Manager		\$
Assistant Project Manager		\$
Grant Manager		\$
Senior Engineer/Scientist		\$
Mid-Level Engineer/Scientist		\$
Engineer/Scientist		\$
Senior Accounting Specialist		\$
Accounting Specialist		\$
Senior Closeout Specialist		\$
Closeout Specialist		\$
Senior Cost Estimator		\$
Cost Estimator		\$
HM Consultant IV		\$
HM Consultant III		\$
HM Consultant II		\$
HM Consultant I		\$
Administrative		\$
Maximum Proposal (Not to Exceed)Price		\$

BIDDER'S ORGANIZATION

BIDDER IS:		
AN INDIVIDUAL		
Individual's Name:		
Doing business as:		
Address:		
Telephone No.:	Fax No.:	
<u>A PARTNERSHIP</u>		
Firm Name:		
Address:		
Name of person authorized to sign:		
Title:		
Telephone No.:	Fax No.:	Email:
A LIMITED LIABILITY COMPANY		
Company Name:		
Address:		
Name of person authorized to sign:		
Title:		
Telephone No.:	Fax No.:	Email:
<u>A CORPORATION</u>		
IF BID IS BY A CORPORATION, THE COR	PORATE RESOLUTION MUST BE S	UBMITTED WITH BID.
Corporation Name:		
Address:		
State of Incorporation:		
Name of person authorized to sign:		
Title:		
Telephone No.:	Fax No.:	Email:

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

CORPORATE RESOLUTION

A meeting of the Board of Directors of				
a corporation organized under the laws of	the State of			
and domiciled in	was held this	day	,20	and
a corporation organized under the laws of and domiciled in was attended by a quorum of the members	of the Board of Directors.	-		
The following resolution was offer	ed, duly seconded and after	r discussion was		
unanimously adopted by said quorum:				
BE IT RESOLVED, that		1 10 0.1		
is hereby authorized to submit proposals as with BREC, for Parish of East Baton Roug		schalt of this cor	poration	
BE IT FURTHER RESOLVED that satisfies and effect, unless revoked by resolutivily will not take effect until the Finance Direct resolution, duly certified.	tion of this Board of Direct	tors and that said	revocation	
I,, hereby certify that a corporation created under the laws of the	I am the Secretary of			,
a corporation created under the laws of the	State of do	miciled in		;
that the foregoing is a true and exact copy				
Directors of said corporation at a meeting as said resolution appears of record in the possession.				2
Thisday of, 20				

SECRETARY

Attachment C

Insurance Requirements for Project Management, Grant Management and Administrative Services

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

A. basis:	Commercial General Liability on an occurrence	General Aggregate	\$2,000,000
		Each Occurrence	\$1,000,000
В.	Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:	Combined Single	\$1,000,000
		Limit	

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with

Employer's LiabilityCoverage.

- D. BREC must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but BREC shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation orchange.
- G. The Certificate Holder should be shown as: BREC, Attention: Purchasing Division,
 6201 Florida Blvd, Baton Rouge, Louisiana 70806.

NOTE TO PROPOSERS:

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