REQUEST FOR PROPOSAL BREC COMPENSATION AND BENEFITS PLAN STUDY

2022



Solicitation No. 212

Proposal Opening Date: May 12, 2022 Proposal Opening Time:11:00 A.M. (CT)

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

Release Date: April 12, 2022

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 yourfile.

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REQUEST FOR PROPOSAL

BREC Compensation and Benefits Plan Study 2022 RFP NO. 212

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Recreation and Park Commission for the Parish of East Baton Rouge, commonly known as BREC was created by an act of State Legislature in 1946. BREC stands for Baton Rouge Recreation, and the Commission is a separate, distinct taxing body in East Baton Rouge Parish. Its purpose is to contribute to a healthier, more vibrant community by providing exceptional parks, open spaces & recreation experiences for all of East Baton Rouge Parish. BREC is a political subdivision of the State. As such, it is not an agency of the City-Parish Government or State Government.

Money for the purchase of land, new facility construction, maintenance and general operation is obtained from taxes approved by the voters of the Parish and from the program fees. The Commission has complete control of these funds. BREC's fiscal year begins January 1st and ends December 31st. There are nine (9) appointed Commission Members, who are not BREC employees.

The Recreation and Park Commission for the Parish of East Baton Rouge is soliciting proposals from qualified consulting firms, experienced in the development of job evaluation and compensation systems to conduct a comprehensive compensation and benefits study for full-time and part-time employees as described herein. Our employee base is as follows:

- 475 Full Time Employees
- 450 Part Time Employees
- We employ from 800 to 900 employees throughout most of the year. During our peak season April August, we hire additional seasonal employees and employ up to 1200 total employees.

BREC is comprised of the following departments: Communications, Finance, Golf, Human Resources, Risk Management, Information Technology, Recreation, Park Operations, Planning & Engineering, Capital Improvements and The Baton Rouge Zoo.

The existing compensation system consists of four (4) pay plans: Executive, Exempt, Non-Exempt, Part-time and Temporary Seasonal Hourly Wage Schedule. Each pay grade is comprised of a minimum, mid-point and maximum. The Exempt and Non-Exempt pay plan has a spread of 60% with 16 and 12 grades respectively. The Executive pay plan has a spread of 60% with 14 pay grades. The Part time and Temporary Seasonal pay plan has a spread of 40% with 12 pay grades.

Full time and part time employees who have met the minimum hours worked threshold move within the designated grade based on the commission approved merit percentage which is currently 3.3%. Part time employees who have not met the annual hours worked threshold are eligible for a rate increase. Each employee may be awarded a merit increase on their anniversary date providing they have a good or excellent performance rating for their position. Longevity pay after 10 years of continuous full-time service was removed with 2014 comp study. Those employed prior to March 1, 2014 are still eligible after 10 years of continuous full-time service.

In accordance with the Commission Approved BREC Salary Administration Guidelines an annual compensation review of one-third of all positions was performed in 2020 and 2021 respectively by the Human Resources Department. Due to the current labor market and current reduced retention rate, it is deemed necessary that a full compensation review be completed at this time.

The enclosed material is designed to demonstrate to prospective proposers the service requirements of the selected contractor toward completion of Compensation and Benefits Plan Study. BREC will award a contract to a Louisiana qualified contractor, affording BREC the highest quality service at the best cost value for those services.

The selected contractor will provide appropriate services that will improve efficiencies and effectiveness. The contractor shall also support the individual BREC employees with their inquiries, and the contractor shall participate and assist in any BREC training programs.

Prospective vendors are advised to carefully read the requirements of this RFP. Your response to this RFP will become part of the agreement if your firm is selected.

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 in providing a comprehensive compensation and benefits study_

The Recreation and Park Commission for the Parish of East Baton Rouge is soliciting proposals from qualified consulting firms, experienced in the development of job evaluation and compensation systems to conduct a comprehensive compensation and benefits study for full- time and part-time employees as described herein. Our desire is to obtain a consultant who will assist BREC in reviewing the existing job descriptions and compensation system including pay and all benefits, analyze the current job performed by employees, determine the correct market pay for each position, establish the market value of the employee benefits package and provide a market analysis of the total compensation including salary and benefits as compared to others of a similar size and scope as BREC agencies(e.g., defined contribution retirement plan, health & life insurance, paid holidays, longevity pay, professional certification pay, voluntary insurance plans such as - Dental, Vision, STD, Cancer, Term- Life, Supplemental Retirement, and other leave benefits. The consultant shall make recommendations for improvements to the existing system or implementation of a new job description and compensation system, provide recommended retention strategies along with adjustments to pay and benefits that may be needed.

BREC's goal is to provide a total compensation package to its employees that is adequate, fair and comparable to like employers in the geographic area BREC is committed to the following:

- 1. Spending tax dollars prudently
- 2. Being considered an employer of choice to recruit highly skilled employees
- 3. Maintaining a highly motivated and productive workforce.
- 4. Connecting performance with compensation.
- 5. Developing a workforce that is well-equipped for success and advancement

The last compensation study conducted organization wide was in 2019 for all job classes with pay adjustments implemented to the compensation pay plan. The existing compensation strategy was designed to position the Commission's employee pay structures at market, with the midpoint of the ranges being approximately at the market average of the identified markets.

1.1.2 Goals and Objectives

In order to meet the Agency's objectives, the overall compensation and benefits study shall evaluate BREC's present salary and benefit structure as compared to the specific job market for comparable positions in the private and public sectors and make recommendations for improvements to the existing system or implementation of a new compensation system along with any adjustments to pay for internal equity and benefits that may be needed to maintain a competitive edge with other agencies within the same geographic area. The project shall include, but is not limited to the following activities:

- 1. Schedule an initial meeting with BREC Management Team to discuss the process, methodology and tasks to be performed at each phase and make oral or written presentations after each phase.
- 2. Conduct project information meetings with employees to explain scope and methodology of the project. Provide materials appropriate for inclusion.
- 3. Review current classification grade methodology and propose recommended strategies for BREC.
- 4. Review current benefit package; make comment on the quality and costs of BREC's benefit system, make recommendations for changes that integrate into the total compensation system.
- 5. Conduct interviews and focus groups with employees and appropriate supervisory and management personnel, as required.
- 6. Conduct ongoing and open communication between designated staff and the consultant over the course of each phase.
- 7. Conduct a Job Audit and compare Position Description Questionnaire to existing job descriptions.
- 8. Update and/or create job descriptions to uniformly reflect the (KSA's) knowledge, skills, abilities, competencies, supervision received and exercised, essential job functions, responsibilities, performance expectations, minimum qualifications, working conditions, and certifications/license requirements.
- 9. Identify potential pay compression issues and provide alternative solutions.
- 10. Assess each classification (at all levels) in relation to comparable classifications within the public sector and/or governmental agencies. Identify job classes that need to be consolidated and the use of appropriate titles for appropriate levels.
- 11. Develop a comprehensive labor market salary survey for BREC that reflects the public sector to include the following: Identify appropriate benchmarking standards and market salary survey comparison for each benchmark position by minimum, midpoint, and maximum; prepare cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification.
- 12. Develop externally competitive and internally equitable salary recommendations for each job class included in the study. Provide an analysis of other local governmental agencies and other similar size park and recreation system.
- 13. Recommend appropriate salary range for each existing or proposed position based on classification, the compensation survey results, market supply and demand, and internal relationships and equity.

- 14. Recommend percent spreads between ranges and within ranges for each position based on median and mean salary of comparable. Conduct analysis of pay policies and practices and develop recommendations for the ongoing internal administration and maintenance of the proposed classification and compensation plan.
- 15. Prepare a new salary structure based on the results of the survey and best practices.
- 16. Review the current performance evaluation system and make recommendations for streamlined evaluations and develop a performance evaluation methodology based on a pay-for- performance system rather than a merit-based system. Provide applicable Performance Management and Evaluation Training.
- 17. Develop a comprehensive pay incentive program that can be utilized for demonstrated efficiencies to the agency and or a designated department.
- 18. Review current Special Entrance Rate (SER) process and make recommendations for improvement and best practices.
- 19. Recommend a pay tool that will provide salary data from government agencies or agencies like BREC.
- 20. Develop a career progression model for entry level staff members with an effort to attract new candidates as well as to retain current employees.
- 21. Develop/recommend philosophy for location adjustment. To be used when/if a position is identified in a different region to guide the determinization of a comparable salary.
- 22. Develop/recommend philosophy for commissioned instructors and split.
- 23. Recommendation for recruiting and retention strategies.
- 24. Recommend implementation strategies and the cost of implementing the study with a phased approached that would be implemented over the next three (3) years.
- 25. Prepare final report for review with BREC staff, and present to the Commission for approval, provide implementation support.

1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denote desirable.
- E. Contractor- Any person having a contract with a governmental body.
- F. <u>Agency</u>- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of BREC authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. <u>Department</u>- Department for whom the solicitation is issued.

- I. Director-Director of Finance
- J. <u>BREC</u> Recreation and Park Commission for the Parish of East Baton Rouge
- K. <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.
- L. <u>Proposer</u> A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

M. RFP – Request for Proposal

N. <u>Commission</u> – The Commission is composed of nine members, six of whom are appointed by the Metro Council – two each year- to serve a three- year term; and three of whom are ex-officio members, these being the Mayor- President, a member of the School Board and a member of the City-Parish Planning Commission. The Commission members receive no compensation for their services, but accept their appointments in the interest of civic betterment.

1.3 Schedule of Events

Item	Anticipated Schedule		
RFP e-mailed to prospective proposers	April 12, 2022		
Deadline to receive written inquiries	April 19, 2022		
Deadline to answer written inquiries	April 26, 2022		
Proposal Opening Date (deadline for submitting proposals)	May 12, 2022, 11:00 A.M.		
Oral discussions with proposers	To be scheduled		
Notice of Intent to Award to be mailed	To be scheduled (approx 2-4 weeks after # 5-6		
Contract Initiation	Upon Issuance of #7		

NOTE: BREC reserves the right to deviate from these dates. An addendum will be issued timely should there be any revisions to the RFP document.

1.4 Proposal Submittal

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

All proposals shall be received by Purchasing <u>no later than the date and time shown in the Schedule of Events.</u>

Physical Proposals:

<u>Important</u> - - <u>Clearly mark outside of envelope, box or package with the following information and format:</u>

X Proposal Name: Request for Proposal for BREC Compensation and Benefits Plan Study 2022

X Solicitation No. 212

X Proposal Opening Date & Time: May 12, 2022, 11:00 A.M.

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

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

BREC

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

Or mailed to:

BREC

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. <u>PRICES SHALL NOT BE READ</u>.

1.5 Proposal Response Format

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

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

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

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Proposed Solution/Technical Response: Illustrating and describing proposed technical solution and compliance with RFP requirements.
- E. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- F. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- G. Project Schedule: Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- H. Financial Proposal: Proposer's fees and other costs shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC, including hardware, software, and implementation and training services as well as any other proposed services. It should also include all one-time and on-going costs. Must be in a separate sealed envelope marked "Financial Proposal".

Veteran and Hudson Initiative Programs Participation

Department: The initiative language shall be included in all requests for proposals. If your funding source includes restrictions that may prevent the use of Hudson Initiative or Veteran Initiative, submit a request for an exemption to the Purchasing Office which shall either deny or approve the request.

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

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

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

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

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

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

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

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

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

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

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

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

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response (clearly marked "ORIGINAL"; one (1) electronic

copy of the proposals (flash drive). One (1) additional hard copy of the proposal should be provided (clearly marked "COPY"), as well as one (1) redacted copy (clearly marked "REDACTED", if applicable (See Section 1.6). The Financial Proposal shall be submitted in a labelled, separate, sealed envelope marked "Financial Proposal".

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed,

it must agree to indemnify BREC and hold BREC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference (NOT REQUIRED FOR THIS RFP)

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

BREC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. BREC reasonably expects and requires responsible and *interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner. Further, we realize that additional questions or requests for clarification may generate from BREC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days the addendum is issued (or, posted to the LaPAC https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

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

*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on Office of State Procurement's website https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any BREC employee or BREC consultant. BREC shall only consider written and timely communications from proposers.

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

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

BREC

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

Email: <u>lori.foreman@brec.org</u> Phone: (225) 272-9200, x1522

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any persons involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Recreation and Park Commission employees, but also to any contractor of the Recreation and Park Commission. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective proposer is also an incumbent contractor, the Recreation and Park Commission and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the Recreation and Park Commission and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or contractor who violates the Blackout Period may be liable to the Recreation and Park Commission in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- 1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- 2. Duly noticed site visits and/or conferences for bidders or proposers;
- 3. Oral presentations during the evaluation process
- 4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or

submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

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 (if required) (NOT REQUIRED FOR THISRFP)

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.21.1 Corporation Requirements

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

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

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

BREC is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

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

1.23 Written or Oral Discussions/Presentations

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

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

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Recreation and Park Commission's Evaluation Committee for the purpose of selecting the Proposer with whom the Recreation and Park Commission shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Purchasing Manager for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Recreation and Park Commission, price and other factors considered. The committee may reject any or all proposals if none is considered in the best interest of the Recreation and Park Commission. The recommendation will be submitted to the Selection of Professionals Committee for their approval and BREC Commission approval.

1.26 Contract Negotiations

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

1.27 Contract Award and Execution

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

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

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

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

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

BREC intends to award to a single Proposer.

1.28 Notice of Intent to Award

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

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

1.29 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services

1.30 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200, extension 1522 or e-mail to lori.foreman@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

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

1.31 Insurance Requirements

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

1.32 Subcontractor Insurance (Not Required for this RFP)

1.33 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and

all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.34 Payment for Services

The Contractor may invoice BREC in accordance with agreed upon contractual terms. Payments will be made by BREC within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

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

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

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

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

1.35.3. 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

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by BREC to increase or decrease the amount, at the unit price stated in the proposal.

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

1.40 Record Retention

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

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this 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 Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 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 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 contact 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 http://www.sam.gov

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

See Attachment A

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2.2 Period of Agreement

The term of any contract resulting from this solicitation will be for one year beginning on or about June 1, 2022 and end May 31, 2023 with two (2) options to renew for 12-month periods not to extend 36 months under the same terms, conditions and pricing as the original contract.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as **Attachment B.** Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes BREC to consider for proposed services.

2.4 Deliverables

Disadvantaged and Minority Firms

It is the intent of BREC to give disadvantaged firms and minority firms the maximum practicable opportunity to participate. Minority firms are firms that are majority owned and controlled by one or more minority individuals minority business enterprises.

2.5 Location

The location where the work/delivery/service is to be performed, completed and managed is at BREC located at 6201 Florida Blvd., Baton Rouge, LA 70806.

2.6 Proposal Elements

Refer to Deliverables.

2.6.1 Financial

Proposal shall include prices, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the Recreation and Park Commission for the Parish of East Baton Rouge 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.

Proposals will be evaluated against the following proposal evaluation criteria, listed in relative order of importance:

- a. Demonstrated Ability to Meet Scope of Work
- b. Demonstrated Experience and Capabilities
- c. Expertise of Key Personnel
- d. References
- e. Cost

Evaluation Process

In the initial phase of the evaluation process, the proposal evaluation committee will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

- 1. Meets Minimum Qualifications Pass/Fail
- 2. Meets Minimum Requirements Pass/Fail

3.1 Financial Proposal (Minimum Value of 30 pts./%)

The following financial criteria will be evaluated:

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

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate language: The cost(s) provided in proposal response will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

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

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

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

Phase 2: Cost Proposal Evaluation

Firms successful in the technical evaluation will advance to phase 2 Cost Proposal Evaluation as follows:

Evaluation Criteria

Points

1. Cost

30 Points

<u>Evaluation of Cost Proposals:</u> The offeror with the lowest rates will receive the maximum 30 points. All other offerors will receive points as determined by the ratio* of their rates to the lowest rates. Final price scores will be calculated based on the following:

*Ratio Calculation: Points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

During the proposal evaluation process, informal discussion(s) may be conducted with offerors for the purpose of clarification(s); however, proposals may be evaluated without such discussion(s).

3.2 Technical Proposal (Value of 70 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

1. Technical Evaluation

70 Points

Evaluation Criteria	
Ability to Meet Scope of Work:	30 Points
Company Background, Experience, Overall Governmental Experience	20 Points
and Capabilities:	
Expertise of Key Personnel:	10 Points
Parks and Recreation:	5 Points
References:	5 Points
Total Possible Points	70 Points

Note: Offerors that achieve 75% of the total technical score (52.50 points) will proceed to the Phase 2 Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Proposal response will be incorporated into any resulting contract between BREC and proposer, and proposer will be held accountable. BREC does, however, reserve the right to modify the proposed plans within resulting contract to suit the needs of BREC. Performance requirements as outlined in Attachment A.

4.2 Performance Measurement/Evaluation

Based on successful completion of tasks as outlined in RFP.

Part V. FEDERAL CLAUSES (NOT REQUIRED FOR THIS RFP)

ATTACHMENT A

Scope of Services

The consultant shall 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.

In order to meet the Agency's objectives, the overall compensation and benefits study shall evaluate BREC's present salary and benefit structure as compared to the specific job market for comparable positions in the private and public sectors and make recommendations for improvements to the existing system or implementation of a new compensation system along with any adjustments to pay for internal equity and benefits that may be needed to maintain a competitive edge with other agencies within the same geographic area. The project shall include, but is not limited to the following activities:

- 1. Schedule an initial meeting with BREC Management Team to discuss the process, methodology and tasks to be performed at each phase and make oral or written presentations after each phase.
- 2. Conduct project information meetings with employees to explain scope and methodology of the project. Provide materials appropriate for inclusion.
- 3. Review current classification grade methodology and propose recommended strategies for BREC.
- 4. Review current benefit package; make comment on the quality and costs of BREC's benefit system, make recommendations for changes that integrate into the total compensation system.
- 5. Conduct interviews and focus groups with employees and appropriate supervisory and management personnel, as required.
- 6. Conduct ongoing and open communication between designated staff and the consultant over the course of each phase.
- 7. Conduct a Job Audit and compare Position Description Questionnaire to existing job descriptions.
- 8. Update and/or create job descriptions to uniformly reflect the (KSA's) knowledge, skills, abilities, competencies, supervision received and exercised, essential job functions, responsibilities, performance expectations, minimum qualifications, working conditions, and certifications/license requirements.
- 9. Identify potential pay compression issues and provide alternative solutions.
- 10. Assess each classification (at all levels) in relation to comparable classifications within the public sector and/or governmental agencies. Identify job classes that need to be consolidated and the use of appropriate titles for appropriate levels.

- 11. Develop a comprehensive labor market salary survey for BREC that reflects the public sector to include the following: Identify appropriate benchmarking standards and market salary survey comparison for each benchmark position by minimum, midpoint, and maximum; prepare cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification.
- 12. Develop externally competitive and internally equitable salary recommendations for each job class included in the study. Provide an analysis of other local governmental agencies and other similar size park and recreation system.
- 13. Recommend appropriate salary range for each existing or proposed position based on classification, the compensation survey results, market supply and demand, and internal relationships and equity.
- 14. Recommend percent spreads between ranges and within ranges for each position based on median and mean salary of comparable. Conduct analysis of pay policies and practices and develop recommendations for the ongoing internal administration and maintenance of the proposed classification and compensation plan.
- 15. Prepare a new salary structure based on the results of the survey and best practices.
- 16. Review the current performance evaluation system and make recommendations for streamlined evaluations and develop a performance evaluation methodology based on a pay-for- performance system rather than a merit-based system. Provide applicable Performance Management and Evaluation Training.
- 17. Develop a comprehensive pay incentive program that can be utilized for demonstrated efficiencies to the agency and or a designated department.
- 18. Review current Special Entrance Rate (SER) process and make recommendations for improvement and best practices.
- 19. Recommend a pay tool that will provide salary data from government agencies or agencies like BREC.
- 20. Develop a career progression model for entry level staff members with an effort to attract new candidates as well as to retain current employees.
- 21. Develop/recommend philosophy for location adjustment. To be used when/if a position is identified in a different region to guide the determinization of a comparable salary.
- 22. Develop/recommend philosophy for commissioned instructors and split.
- 23. Recommendation for recruiting and retention strategies.
- 24. Recommend implementation strategies and the cost of implementing the study with a phased approached that would be implemented over the next three (3) years.

25. Prepare final report for review with BREC staff, and present to the Commission for approval, provide implementation support

Consultant will keep track and monitor 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).

Consultant will provide written performance and status reports to BREC on the status of the scope of work as requested. The performance and status report should include, but is not limited to, the following:

- Hours billed and amount invoiced by personnel
- Obligated amounts versus eligible estimates
- Requests for Reimbursement submitted
- Estimated and actual costs
- Reimbursements received by BREC
- Issues requiring assistance

ATTACHMENT B PROPOSAL FORM

BREC



Sealed proposals will be received until 11:00 A.M., Local Time May 12, 2022 by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, La 70806 Immediately after 11:00 A.M. of the same day and date, proposals will be publicly opened.

PROPOSAL OF	
ADDRESS_	
DATE	
BREC	
Finance Director	
6201 Florida Blvd	
Baton Rouge, LA 70806	

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

RFP No. 212 - BREC Compensation and Benefits Plan Study 2022

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 to execute the Agreement and Affidavit and furnish to BREC all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from BREC.
The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.
(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashier's check or a proposal bond representing \$ payable to BREC. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.
The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.
NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.
All supplemental information requested is enclosed or presented in a separate sealed box or envelope.
(SIGNATURE)
(Typed Name and Title)

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

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

AFFIDAVIT

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

BEFORE ME , the undersigned authority	y, personall	y came and appeare	ed	
who, being duly sworn did depose and say:				
That he is a duly authorized representative of receiving value for services rendered in connection	on with:			
RFP #212 – Req Plan Study 202		roposal – BREC C	ompensation and B	enefits
a public project of BREC, Parish of East Baton Recorporation, firm, association, or other organization under which he received payment, other than personnection with the construction, alteration, or depublic contract were in the regular course of their received by him was paid or will be paid to any performance of their contract, other than the payment employed by him whose services in connection we the regular course of their duties for him.	on, either d sons regular emolition of duties for l berson, corp t of their no	irectly or indirectly rely employed by hire the public building nim; and that no partition, firm, assocrmal compensation	, to secure the public m whose services in g or project or in secu- et of the contract pric iation, or other organ to persons regularly	uring the ee nization
This affidavit is executed in compliance with the	provisions	of LA R.S. 38:2224	l.	
-	Aff	iant's Signature		
SWORN TO AND SUBSCRIBED before me, or Baton Rouge, Louisiana.	on this	day of	<u>, 20</u> .	
		NOTARY PU	BLIC	

Attachment C



PRICING SHEET

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

Annual Professional Service Fee	\$	
BREC is exempt from all Federal and S	tate Taxes. FEIN: 72-6015451	
Manpower	\$	
Variable	\$	
Overhead Costs	\$	
Total cost for 1-year contract: Renewable for 2 additional years under the same	\$terms, conditions and pricing.)	
Any Additional charges:	\$	
(Describe in Detail):		

Attachment D

PROPOSER'S ORGANIZATION

PROPOSER 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:
A CORPORATION		
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 meeti	ng of the Board	of Directors of			
a corpor	ation organized	under the laws of the St	ate of		
and don	niciled in		was held this	day	,2022
and was	attended by a q	under the laws of the St	of the Board of Direc	ctors.	
					s unanimously adopted by
said quo	rum:				
	RESOLVED, th			1 1 10 01:	
	y authorized to sh of East Bator		xecute agreements of	n behalf of this	corporation with BREC, for
unless r	evoked by reso		Directors and that s	said revocation v	main in full force and effect, will not take effect until the certified.
I,	, h	ereby certify that I am t	he Secretary of		,
a corpor	ration created ur	ereby certify that I am the der the laws of the State	e of d	omiciled in	;
that the	foregoing is a tr	rue and exact copy of a 1	resolution adopted b	y a quorum of th	e Board of Directors of said
corporat	tion at a meeting	g legally called and held	on theday of	2022,	as said resolution appears
of record	d in the Official	Minutes of the Board or	f Directors in my po	ssession.	
This	day of	, 2022			
			SECRETARY		
			SECKETAKI		



Attachment E

Insurance Requirements for RFP No. 212 - Request for Proposal for BREC Compensation and Benefits Plan Study 2022

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

A. Commercial General Liability on an occurrence basis:

General Aggregate \$2,000,000
Each Occurrence \$1,000,000

B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000

- C. Standard Workers Compensation Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. BREC, must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: BREC, 6201 Florida Blvd, Baton Rouge, Louisiana 70806

NOTE TO PROPOSERS:

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

Attachment F



Sample Contract Terms for RFP No. 212 – BREC Compensation and Benefits Plan Study 2022

This Contract, made and entered into at Baton Rouge, Louisiana, effective thisby and between BREC, herein referred to as BREC and		
herein referred to as "Consultant (Service Provider/Contractor, whiche	ver is applicable, may	be substituted)".
Consultant shall provide consulting services as described herein for		
Consultant agrees to proceed, upon written notice of the Director of department head or director), with all professional services necessary for the per time specified, of the items of work as hereinafter set forth. Services will be sub office requesting the service unless designated otherwise by BREC. All the service by Consultant or under his supervision and all personnel engaged in the work shall or permitted under state and local law to perform such services.	formance, in proper se bject to review and adno es required hereunder	equence and in the ninistration by the will be performed
SCOPE OF SERVICES: The services to be rendered by the Consultant for this brief scope could be written here or reference to an attachment with greater detail.		lows: (generally a
SERVICE LEVELS: May be added as deemed necessary.		
CONTRACT MODIFICATIONS: No amendment or variation of the terms of the writing, signed by the parties and approved as required by law. No oral understand contract is binding on any of the parties.		
Changes to the contract include any change in a) compensation; b) beginning/endit and/or d) contractor change through the assignment of contract process. Any such dissuance of an amendment to the contract.		
GENERAL REQUIREMENTS: With the exception of the services specifically lishall, for the agreed fees, obtain all data and furnish all services and materials recall items required to accomplish these results, whether or not specifically mention by the Consultant or their representatives at conferences and public hearings, Consultant.	quired to provide the coned in this contract, inc	ontracted services. cluding attendance
SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultation that in its files which may be useful to the Consultant in carrying out this work, as others to the extent available. BREC shall provide	s well as assistance in s	securing data from

SC1 of 5

COMPENSATION AND PAYMENT: BREC shall pay, and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and BREC shall not be bound until such time as a Contract is fully executed between BREC and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of BREC, and BREC shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

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

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

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

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

Should BREC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ____days notice given by BREC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from BREC of ____days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from BREC during the three year period, and neither party shall have any further obligation to the other party.

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DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Finance or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with BREC interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

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

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

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

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

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

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

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

CONFIDENTIALITY: The following provision will apply unless BREC agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to BREC's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by BREC to be adequate for the protection of BREC's confidential information, such methods and procedures may be used, with the written consent of BREC, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated_______, and the Consultant's Proposal dated_______, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

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

	Date:	
(Contractor signature)		
(Printed Name)		
(Address)		(Phone #)
(Email Address)		(Fax #)
CREATION AND PARK COMMM UGE (BREC)	ISSION FOR T	THE PARISH OF EAST BATON
(BREC Director/Assistant Director)	Date:_	
(BREC Director/Assistant Director) (Printed Name)	Date:_	BREC Contact Person:
(Printed Name)	-	
(Printed Name) 1 Florida Blvd., Baton Rouge, LA 708	-	BREC Contact Person:
(Printed Name) 1 Florida Blvd., Baton Rouge, LA 708	-	BREC Contact Person:
1 Florida Blvd., Baton Rouge, LA 708	-	BREC Contact Person: (Phone #)