

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR

A Park and Recreation System Master Plan



Solicitation No: 216
RFP Issue Date: November 17, 2022

Proposal Opening Date: Thursday, December 29, 2022
Proposal Opening Time: 11:00 A.M. CT

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

Project Management Team:
BREC Planning & Engineering Department

NOTE TO PROPOSERS:

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

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REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR A PARK AND RECREATION SYSTEM MASTER PLAN *RFP No. 216*

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Recreation and Park Commission for the Parish of East Baton Rouge (BREC) governing statutes, ordinances, resolutions and policies from interested and qualified consulting firms to develop a Parks and Recreation System Master Plan. To better align with the standards of the Commission for Accreditation of Park and Recreation Agencies (CAPRA), BREC's previous ten-year "Strategic Plans" will now take the form of a "System Master Plan," offering a more comprehensive approach to park planning. A strategic plan will also be developed as an implementation tool for the System Master Plan. Updates to the strategic plan will be conducted every 3 years, though they are not part of this scope.

The Parks and Recreation System Master Plan will create a "roadmap" for future park system growth, improvements, and maintenance, with a heavy emphasis on the equitable distribution of quality parks and green space, conservation areas, off-road greenway trails for recreation and multi-modal connectivity, recreation facilities, and other programs throughout the Parish. BREC is seeking a system-wide approach to develop goals, policies and guidelines, and prioritized strategies based on current and future funding scenarios.

BREC's current Capital Improvements Program (CIP) is funded by a 2-mill property tax levied across the Parish, which is brought to the voters for renewal every ten years. In addition, a 1.75 mill enhancement tax has allowed BREC to bring its parks and recreation facilities to a much higher standard of quality, funding the construction of twelve regional community parks, a major aquatic center, and more. To sustain the current level of quality parks, and to meet the growing needs and vision of the citizens of East Baton Rouge Parish (EBRP), continued funding is critical. The Parks and Recreation System Master Plan will play a major role in communicating the successes of the last twenty years, the vision for the next ten years and the resources required to achieve this vision.

The Parks and Recreation System Master Plan that will be created from this work will serve as the guiding document for future development and redevelopment of BREC's system of parks and green spaces, conservation areas, recreation facilities, off-road greenway trails, recreation programs, services, and maintenance plans for the next ten years. It will:

- Implement the goals, objectives and actions of the Parks and Recreation element of the FUTREBR plan;
- Serve as the guiding path that reflects the values, expectations, and the vision of EBRP residents, BREC Commissioners, and BREC staff;
- Guide BREC's policy development;
- Identify gaps in programs, services, facilities, and maintenance with a strong focus on excellence

and equity;

- Propose new park and facility improvements over the next ten years and build upon our current transformational park projects, green infrastructure, conservation, and off-road greenway initiatives;
- Establish a prioritized comprehensive maintenance approach and identify the required funds needed to sustain BREC's current and expanding capital investments for park and recreation facilities;
- Develop an integrative strategy of design, programming, maintenance, technology, and citizen involvement to foster enhanced safety and security in BREC's parks and facilities;
- Identify the existing strengths of our current programs and establish new programs, partnerships and services;
- Build upon our previous ten-year (2014-2025) Imagine Your Parks 2 Strategic Plan, policies, strategic directions, and community input;
- Effectively communicate BREC's mission, vision, values, and what we do to staff, Commissioners, and taxpayers.

1.2 Background

BREC was created by a State Legislative Act in 1946 as an autonomous agency to develop, maintain, and operate public park and recreational properties and facilities for East Baton Rouge Parish. BREC is a member of NRPA (The National Recreation and Park Association) and has been nationally accredited and recognized as one of America's premier recreation and park departments. BREC is one of the few parks and recreation agencies in the country to win the prestigious Gold Medal Award three times – most recently in 2022. BREC is also CAPRA-accredited.

BREC is governed by a 9-member Commission, six of whom are appointed by the City-Parish Council, one appointed by the Mayor-President of East Baton Rouge Parish, a member of the School Board, and a member of the City-Parish Planning Commission. The Commission members receive no compensation for their services.

BREC maintains over 6565 acres of land which includes 175 parks and facilities that offer a wide variety of recreational activities for all ages and population groups including playgrounds, tennis centers, five golf courses, athletic fields, dog parks, open green space, aquatic facilities, recreation centers, disc golf courses, skateboard parks, conservation areas, historic sites, an equestrian center, a zoo, and an art gallery. BREC offers an extensive number of recreation programs for people of all ages including summer camps, leisure classes, sports and fitness classes, nature and outdoor programs, learn to swim programs, arts and culture programs as well as many adult, youth, and inclusive sports leagues. More information is available on the [website](#). BREC's previous system master plan, (the 2015-2024 Imagine Your Parks 2 Strategic Plan) can be viewed [here](#).

BREC Service Area

BREC serves the entire Parish of East Baton Rouge which covers 471 square miles. Its western border is the Mississippi River. The Parish includes unincorporated areas and four incorporated cities – Baton Rouge, Baker, Zachary, and Central. As of the 2020 census, there were over 453,000 people, making it the largest parish in Louisiana. The Baton Rouge Metropolitan

Statistical Area (MSA) has emerged as the United States' 66th largest according to the 2020 census. The Port of Greater Baton Rouge is the seventh largest port in the United States in terms of tonnage shipped and is the northernmost port on the Mississippi River capable of handling Panamax ships.

The City of Baton Rouge represents 49% of the Parish population and is the State Capital and Parish Seat. It is also the home of Louisiana State and Southern Universities. The largest Parish employers are state government, the petrochemical industry, health care, and higher education.

Other Vital EBRP Community Data – see Appendix

BREC Park & Recreation Context

Parks

- Total Acreage 6565
- Community Parks 12 + 1 (Airline Highway Community Park, in-design)
- Neighborhood Parks 139
- Conservation Areas 6
- Nature Reserves 8
- Special Use Parks 9

Facilities

- Recreation Centers 57
- Golf Courses 5
- Special Use Facilities
 - Athletic 6
 - Conservation Education Centers 3
 - Cultural 9
 - Extreme Sports 1
 - Equestrian Center 1
 - Aquatics Center 1
 - Dog Parks 6

1.3 Project Goals and Objectives

The goal of the project is to contract with a professional consulting firm to create a roadmap for the next ten years to ensure just and fair quantity, proximity and connections to quality parks, off-road greenway trails, recreation facilities, and programs throughout East Baton Rouge Parish. BREC is seeking a comprehensive approach to park planning that will determine the community's vision and goals and develop a set of policies and strategies that realize them. For more detail, see **Section 2, Scope of Services**.

1.4 Definitions

- a. BREC - Recreation and Parks Commission for the Parish of East Baton Rouge
- b. Consultant - Awarded Proposer on this RFP.
- c. Contract - Refers to the binding document signed and agreed upon by BREC and the successful Proposer concerning this RFP.
- d. Department - Department for whom the Request for Proposal is issued.

- e. Discussions - 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.
- f. May - The term “may” denotes an advisory or permissible action.
- g. Must - The terms “must” denotes mandatory requirements.
- h. RFP - Request for Proposal
- i. Selection Committee - Individuals assigned to review the proposals and recommend award.
- j. Shall - The term “shall” denotes mandatory requirements.
- k. Should - The term “should” denote desirable.
- l. State - The State of Louisiana.
- m. Design Team – Prime Consultant along with all subconsultants

1.5 Schedule of Events

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

Event	Anticipated Schedule
1. 1 st Advertisement:	November 17, 2022
2. MANDATORY Pre-Proposal Call:	December 1, 2022, 1PM CT
3. Deadline for Respondents to send written inquiries:	December 8, 2022
4. Deadline for BREC to answer written inquiries:	December 19, 2022
5. Proposal submittal deadline:	December 29, 2022, 11AM CT
6. Committee Review:	January 3 – January 10, 2023
7. Short-List Notification (if deemed necessary):	January 11, 2023
8. Short-List Interviews (if deemed necessary):	January 16, 2023
9. Selection Notification:	January 18, 2023
10. Commission Approval:	January 26, 2023
11. Contract negotiations and start of work:	January 27 – February 16, 2023

1.6 Procedures for Submission

Submittals are to be either mailed or hand-delivered and marked:

REQUEST FOR PROPOSAL No. 216

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR

A PARK AND RECREATION SYSTEM MASTER PLAN

PROPOSAL OPENING DATE/TIME: Thursday December 29, 2022; 11:00 AM CT.

to:

BREC Purchasing Division

6201 Florida Blvd.

Baton Rouge, LA 70806

All submittals shall be received no later than 11:00 A.M. CT., Thursday, December 29, 2022.

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

- Faxed or emailed submittals will not be accepted.
- Qualifications that do not include the required schedule may be rejected at the option of BREC.

1.7 Submittal Format

Submittals should be organized in a clear and concise manner. **Six (6) bound paper copies and one (1) digital copy on a labeled USB flash drive shall be provided.** The format for the submittal should be as follows:

1. **Cover letter** – Provide an introductory letter serving as an Executive Summary (maximum of two pages) on firm letterhead indicating:
 - a. **Contact information**: Name of firm, contact person and title, address, phone, e-mail;
 - b. **Summary**: A short statement summarizing the 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.
 - c. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
 - d. **Signature**: 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:
 - i. 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
 - ii. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity. See attached example forms.
2. **Proposer Qualifications and Experience** – Provide a statement of the team’s qualifications and ability to perform the work as described in 2.1 Scope of Services including but not limited to the following:
 - a. **Minimum Qualifications (Prime Consultant)**: Provide information showing your firm meets the minimum qualifications as described below:
 - i. Understand the public agency process, i.e. citizen input and the operations of park facilities.
 - ii. Have proven experience and expertise in parks, recreation and open space design and planning.
 - iii. Have background in the development of similar park and recreation system master plans. Of particular interest are plans for communities with similar characters to East Baton Rouge Parish.
 - b. **Requirements for Team Organization & Qualifications**: Please submit all the following information:

- i. Design Team Organization – Provide a description of your project team with an organization chart. List the firm names, and names of the individuals involved and the roles they will perform (principal-in-charge, project manager, architects, engineers, planners, and anticipated subconsultants, etc.).
 - a. A Project Manager must be clearly identified that will be assigned to lead the project throughout its entirety.
- ii. Individual Qualifications & Experience - Provide a description of the qualifications and experience of all key individuals who will be actively involved in the work of the project (include registration numbers of professionals such as landscape architects, architects, and engineers). Clearly identify each key individual’s experience with similar type projects, the specific role that individual performed, and the firm they were employed by at the time of the project work. **(NOTE: Failure to provide this information for key individuals will affect your evaluation.)**
- iii. Sub-Consultant Qualifications & Experience – provide credentials of all sub-consultants on the project team including location of the firm’s headquarters, background, experience, services offered.

3. Other Qualifications:

- a. BREC strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprise (“DBEs”) from the State of Louisiana and Baton Rouge Region. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”). As such, BREC will give preference in scoring for the participation and inclusion of Disadvantaged Business Enterprises (DBE). BREC’s desired goal is to have a 15% DBE participation.

4. Relevant Project Experience and References – For items 2.a.ii and 2.a.iii above, submit a three-page (maximum) narrative that includes

- a. Size, scope and current status of relevant park, recreation and open space planning projects.
- b. Key individuals, such as project manager, project landscape architect, architect, engineer, and other relevant professionals included in this proposal, who were responsible for the work.
- c. Proposers are encouraged to use graphics and images to support the relevant experience narrative. All graphics, images, and tables included will be considered part of the three-page (maximum) narrative.
- d. Provide the name and telephone number of municipality or agency contacts for each project included above. (NOTE: Failure to provide this information for key individuals will affect your evaluation.)

4. **Approach and Scope** – Provide a written description of your firm's intended approach to the project that demonstrates an understanding of the scope of services (2.1), including how the Consultant Team will complete project goals and deliverables.
 - a. **Project Approach** – Provide a statement that demonstrates the firm's understanding of the scope and objectives to be performed in this request for proposal. Indicate how this scope of work will fit into the total workload of the firm during the project period.
5. **Proposal Documents** – Complete Attachment A including bidder's organization, and corporate resolution as required.

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

1.8 Procedures for Questions/Clarifications Prior to Submittal

All inquiries and/or requests for clarification must be submitted by email no later than **11:00 A.M. CT, December 29, 2022**. Requests for clarification received after this date will be discarded.

Submit questions by email to:

Lori Foreman, BREC Purchasing Division
(225)-272-9200 ext 1522
Lori.foreman@brec.org

***Note:** BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on the Office of State Procurement website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder 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.

Mandatory Pre-Proposal Conference Call / Meeting

December 1, 2022; 1:00 P.M. CT.

In person:

BREC Administration Building, Room 1003 (HR Training Room, 1st Floor)
6201 Florida Blvd., Baton Rouge, Louisiana, 70806

On Device:

To join the meeting click the following link: <https://zoom.us/j/5434694680>. Participants may use computer audio or dial-in by phone at 646-558-8656 and entering Meeting ID: 543 469 4680.

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted, and spontaneous answers will be provided during the conference, the official answer or position of BREC will be stated in writing via addendum.

1.9 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 a Committee member. The redacted copy should also state which sections or information has been removed."

1.10 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.

1.11 Proposal Guarantee (not required)

1.12 Performance Bond (not required)

1.13 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 1.5. Such shall meet all requirements for the 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.

1.14 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.

1.15 Waiver of Administrative Informalities

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

1.16 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.

1.17 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.

1.18 Cost of Offer Preparation

BREC is not liable for any costs incurred by prospective Proposers or Consultants 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.

1.19 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).

1.20 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.

1.21 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.

1.22 Prime Consultant Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not produced or provided by proposer or any third party consultant contracted by proposer to provide services. 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.

1.23 Corporation Requirements

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

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

If services are to be performed in East Baton Rouge Parish, evidence of a current occupational license and/or permit shall be supplied by the successful vendor, if applicable.

1.24 Use of Subconsultants

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

BREC is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Consultants are strongly encouraged to make positive efforts to utilize minority subconsultants 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 subconsultants.

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

1.25 Written or Oral Discussions/Presentations

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

1.26 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.

1.27 Evaluation and Selection (see Part III EVALUATION)

1.28 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to BREC's needs and 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.

1.29 Contract Award and Execution

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

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

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the proposal form and sample contract (Attachments A and B) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both documents may be negotiated as part of the negotiation process 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. BREC may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

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

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

1.31 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.

1.32 Insurance Requirements

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

1.33 Subconsultant Insurance

Upon award the Consultant shall include all subconsultants as insureds under its policies or shall insure that all subconsultants satisfy the same insurance requirements stated herein for the Consultant.

1.34 Indemnification

Service Provider agrees to protect, defend, indemnify, save and hold harmless BREC, all its Departments, the Commission, its officers, agents, servants and employees, including volunteers, from and against any and all loss, liability, claim, demand, suit, expense arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any

way arise from any act or omission of the Service Provider, its agents, servants, employees or contractors, or any and all reasonable costs, expense and/or attorney fees incurred by BREC, as a result of any loss, liability, claim, cause of action, demand, suit, or expense of the Service Provider. Service Provider agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is without merit, groundless, false or fraudulent.

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.

1.35 Fidelity Bond Requirements (not required)

1.36 Payment for Services

BREC Planning and Engineering Department shall pay Consultant in accordance with the Pricing Schedule set forth in the contract. The Consultant may invoice the department monthly or at other approved intervals at the billing address designated by the department. Payments will be made by BREC within approximately thirty (30) days after receipt of a properly executed invoice, 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.

1.37 Termination

1.37.1 Termination of this Agreement for Cause –

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

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

1.37.2 Termination of this Agreement for Convenience –

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

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

1.37.3 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.

1.38 Assignment

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

1.39 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.

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

1.40 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.

1.41 Civil Rights Compliance

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

1.42 Record Retention

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

1.43 Record Ownership

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

1.44 Content of Contract/Order of Precedence

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

1.45 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 Consultant change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

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

1.47 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.

1.48 Claims or Controversies

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

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

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

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

1.49 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 subconsultants, 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 Services

BREC has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities and programs for all residents of East Baton Rouge Parish and this System Master Plan will help us strengthen that commitment and build upon BREC's history of excellence. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the parks and recreation system of parks, green space, conservation areas, green infrastructure, park & nature trails, greenways, recreation facilities, operations and maintenance, resource management and program development for the next ten years. The consultant will work closely with BREC staff, the BREC Commission, Community Leaders, and other key stakeholders in preparing the System Master Plan. The consultant will create a plan for distribution to BREC staff, the BREC Commission, and the public. Other deliverables will include:

1. Assessment of BREC's current equity-based Level of Service (LOS) and Desired Future Condition (DFC) metrics for parks and recreation facilities, programs, and maintenance

- a. Provide refinement and updates to BREC's current LOS, DFC, and metrics for success.
- b. Include a comparative analysis to communities of similar size and density both regionally and nationally, using nationally accepted park and recreation standards.
- c. Conduct a trends analysis to project future participation and the needs, with a focus on equitable distribution of services, programs, and facilities for all ages and income levels.
- d. Use the updated LOS metrics to guide the remaining planning process. This, in conjunction with the Needs Assessment, should provide an equity-based decision-making platform from which the system master plan should be based.
- e. Critically examine the systems, policies, and practices that create the gaps in equity to determine the best means to close them.

2. A Comprehensive Park and Facility Inventory and Assessment

The Park and Facility inventory assessment shall be organized by BREC's current facility classifications using BREC's current inventory database: Neighborhood Parks, Community Parks, Special Use Facilities (including Golf Courses and the Baton Rouge Zoo), Conservation Areas and Nature Reserves to be identified and inventoried to include:

- a. The existing public and private recreational facilities within the Parish
- b. Land that can serve as potential park system acquisitions and/or parks development opportunity within the community;
- c. Consideration of BREC's current ADA Transition Plan that inventories access barriers within its parks and facilities;
- d. Assess all of BREC's park and recreational facilities and amenities; e.g.—ballfields, basketball courts, tennis and other sport courts, restrooms, playgrounds, dog parks, splash pads, recreation centers, gymnasiums, trail structures and amenities, etc. The assessments shall evaluate and identify their existing conditions, service level, lifecycle cost, and service area.

3. Market Research and Business Planning for Special Facilities and Program Categories

- a. Conduct market research related to the below listed special facilities and program areas. The goal of the research is to identify target markets, including applicable demographics; market sizes and geography; program needs; most effective marketing channels by demographic;

optimal program price points; existing organizations fulfilling those needs; and applicable gaps in service.

- i. Special Facilities: BREC's Bluebonnet Swamp Nature Center, Independence Theater, Farr Park Equestrian Center, Magnolia Mound, and Highland Road Park Observatory
- ii. Program Areas: Adult leisure, adventure and sports, aquatics, arts and culture, health and wellness, teens, and science and nature.

4. Business Planning

- a. Utilize the market research data described above to create an abbreviated business plan, which includes a marketing plan, for each area. The business plans should include an executive summary; background and description; a market analysis; a breakdown of products and services, including any newly suggested services or products, with suggested pricing, taking BREC's program level of service standards into consideration; and a marketing plan.
 - i. The marketing plans should define target markets, suggest strategic marketing tactics for the various facilities and program areas, include applicable research findings, and suggest pricing based on BREC's program level of service standards and research.
 - ii. Utilize market research data to devise a guiding philosophy for determining BREC's total annual marketing budget.

5. Community needs assessment survey

- a. Review existing engagement documents conducted by BREC to compile additional available information about community needs. Summarize and identify gaps in data.
- b. Research and identify unique qualities, geography, demographics, adopted planning studies/plans and trends specific to EBRP and BREC that will affect System Master Plan considerations for the future.
- c. Provide a demographic analysis and marketing profile that will encompass information available from the United States Census Bureau, and other local and national sources as available. The analysis will use approved methods to evaluate current and future users of recreation facilities, programs, and services.
- d. The Consultant will create and conduct a community-wide quality-based statistically valid "Needs Assessment" survey to gather information from a valid representative random sample of the community. The survey shall be customized to fit the needs of this project and address EBRP population shifts and changing social and economic conditions.
- e. The survey shall determine current levels of participation, and public satisfaction with existing programs, recreation facilities, and services.
- f. The survey shall also determine public interests, desires, expectations, and priorities for the future including the public's willingness to fund expanded projects, programs, and services.

6. Capital Improvement Plan through 2034

- a. Provide a complete high-level plan outlining the park infrastructure improvements required to implement the plan recommendations. The improvements list should be generated from the Comprehensive Plan's inventory, site analysis, assessment, Needs Assessment survey and Financial Strategy Plan and Equity-Based Level of Service as well.
- b. Further refine the list to create a 3-year CIP Priority Plan (part of the Strategic Plan Section) and a detailed implementation schedule for the first 3 years, including priority projects. The plan shall consider immediate and long-range budget projections, planning staffing needs and operational resources – See XIII Below.

7. Operations and Maintenance Plan through 2034

- a. Assess BREC's current operations and maintenance processes and practices and recommend any revisions. Prepare an updated maintenance management plan for the grounds and buildings maintained by the BREC. The plan will identify routine and preventative maintenance schedules/programs, work management, asset lifecycle management, performance measurements, and equipment management and in consideration of the other key service departments of Recreation and Planning and Engineering. Consultant shall provide an evaluation of current staffing levels and organizational structure based upon these three existing departments and potential growth with the development of this plan.
- b. Provide evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing (consideration should be given to contract maintenance vs. in-house staffing) with recommendations pertinent to future growth of parks, greenway trails, buildings and facilities, green infrastructure and related services.
- c. Propose cost-effective funding levels necessary to adequately sustain quality, safe, and cost-effective maintenance operations and practices and sustain recommended levels of maintenance and service. This should be considered for both existing infrastructure and the Capitol Improvements planned in Section VI with estimated Operations and Maintenance Costs projected at the beginning of each project. NRPA "levels of maintenance standards" should be used to help define recommendations.

8. Funding Strategy Plan

The Consultant will conduct an analysis of BREC's current tax funding and develop recommendations that would be applicable to addressing BREC's funding gaps, needs and priorities. Review and discuss existing funding mechanisms and cost recovery practices for recreation programs and services; recommend appropriate levels of cost recovery through fees. Recommendations should balance cost recovery with issues of affordability.

9. Assessment, Meetings and Project Administration

- a. **Internal:** Conduct regular consultations with BREC Planning and Engineering staff and occasional review with BREC executive staff leadership to review progress, present information, and recommend direction, for the project. These meetings will occur as needed but not less than once a month throughout the project period. As needed, engage other departments to determine their specific needs and how the plan can best address them.
- b. **External:** Plan and facilitate a minimum of 8 Public meetings, in addition to those outlined in other tasks, including 2 with the BREC Commission, 2 citizen-based advisory committees, and 2 miscellaneous stakeholder group meetings.

10. Community Engagement

- a. Identify, describe, and implement a comprehensive strategy and methodology for community involvement in this System Master Plan development process.
- b. Provide well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible, including under-resourced, disadvantaged populations and users and non-users of the services and facilities.
- c. Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
- d. Provide written records and summaries of the results of all public process and communications strategies that can be shared with the public.

- e. Communicate how the results informed the decision-making process and incorporation into the System Master Plan.
- f. Help to build consensus and agreement on the plan across BREC Staff, stakeholders, the Commission, and the general public.

11. Other Resource and Data Collection

- a. Conduct analysis that considers the fair and just quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of parks, green space, conservation areas, greenway trails, recreation centers, programs, and services. Evaluation criteria should be based on the expressed values of the community and focus on improved health and environmental outcomes. This should be expressed in the updated LOS metrics chosen.
- b. Provide an assessment and analysis of BREC's current level of programs, services, and maintenance in relation to present and future goals, objectives and directives.
- c. Review and interpret demographic trends and characteristics of the community, using information from the Needs Assessment Survey and other evidence-based sources.

12. Long-Range Implementation

- a. Develop an action plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the park system, green space, trails and recreation programs and services. The action plan should prioritize strategies by their level of impact on social, health and environmental outcomes.
- b. Develop a new, or update BREC's existing Equity-Based Metrics and Project Prioritization Criteria.
- c. Prioritize recommendations for needs regarding land use and acquisition, and the development of parks, trails, green space, and recreation facilities.
- d. Prioritize recommendations for maintenance, renovation and operations of parks, trails, and recreation facilities.
- e. Prioritize opportunities to increase ecosystem services provided on parks focusing on stormwater management, preserving existing natural green infrastructure and the inclusion of built green infrastructure in urban areas to decrease stormwater runoff.
- f. Recommend partnership opportunities and other solutions to minimize duplications or enhance opportunities for interdisciplinary cooperation.
- g. Identify areas of service shortfalls and projected impact of future trends.
- h. Develop recommendations for operations, staffing, maintenance, programming, and funding needs.
- i. Provide a clear plan for the development of programming based on demand analysis.

13. Strategic Plan – Implementation for the first three years of the System Master Plan

- a. Prepare a more detailed, actionable strategic plan for the first three years of the System Master Plan for Capital Improvement's (based on a new or updated Equity-Based Project Prioritization Criteria), Funding Strategies, Park Operations, and Recreation and Programming.
- b. Provide a comprehensive list of projects for the first three years of the System Master Plan including projects for all existing park sites as required for expansion and replacement of old infrastructure, redevelopment/ replacement of existing infrastructure, and build-out of Community Park Master plans and undeveloped parks, land acquisition, and adding new amenities to existing parks based on the updated Equity-Based Metrics and Project Prioritization Criteria.
- c. Establish goals, objectives, milestones, and metrics for measuring success for each project.

14. Development of Final Plans and Supporting Materials

- a. The Master Plan must include written goals, objectives, policy statements, a financial and action plan that articulates a clear vision, “roadmap” and model for BREC’s next ten years.
- b. A summary of existing conditions, inventories and system-wide metrics, distribution metrics, and population demographics and outcome metrics.
- c. Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences as outlined in the above scope and deliverables.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about February, 2023 and is anticipated to conclude within one (1) year.

2.3 Location

Location of the work:

- East Baton Rouge Parish

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

- BREC’s Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.

PART III. EVALUATION

3.1. Evaluation Criteria

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. Each submittal will be judged as to the Proposer's capabilities and experience to perform the Scope of Services. It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the Proposer. BREC may, at its option, negotiate and modify the Scope of Services with the selected firm and negotiate fee and schedule adjustments, as BREC deems appropriate.

Written recommendation for award shall be made to BREC's Selection of Professionals Committee and then the BREC Commission for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC. The Committee may reject any or all proposals if none are considered in the best interest of BREC.

Formatting proposals to highlight these categories will greatly improve the reviewing Committee's chances of finding the key material and scoring accordingly. Selection will not be made of the basis of fee but the competence and qualifications of the Proposer.

The proposal will be evaluated considering the material and the substantiating evidence presented to BREC, not based on what may be inferred. The following criteria cited herein will be evaluated when reviewing the proposals for selection:

Technical Proposal Scoring – Approach and Scope (100 points/100%)

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:

- a. Comparable Past Experience – 30 points
- b. Project Team's Qualifications & Experience – 25 points
- c. Project Approach and Methodology – 30 points
- d. Schedule – 15 points

Evaluation criteria scoring example (subject to change):

Comparable Past Project Experience	30 pts total
• Relevance of comparable experience with similar projects	15
• Quality of comparable experience with similar projects	15
Project Team's Qualifications & Experience	25 pts total
• Technical competence, experience and education of key personnel, including number of qualified staff and support staff	10
• Design aesthetic and understanding of parks and recreation planning, facilities, and infrastructure	5
• DBE Participation (BREC's desired goal is 15%)	10
Project Approach & Methodology	30 pts total
• Approach toward allocation of key staff, including percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel through the life of the project.	5
• An interactive approach with BREC staff, the public, and sufficient involvement on behalf of the principal/project manager.	5
• Demonstration of capability to provide the Scope of Services and a clear understanding of the requirements and the work to be performed.	5
• Efficacy of methodology for completing work	5
• Thoroughness of approach to the project	5
• Clarity in the explanation of procedures that will be used for the project	5
Schedule	15 pts total
• Clarity of the program schedule proposed for the tasks included in the Scope of Services	5
• Ability to demonstrate the delivery of the outlined Scope of Services in a timely manner	10
TOTAL POINTS POSSIBLE	100 pts

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

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Proposal responses will be incorporated into any resulting contracts between BREC and Consultant. The Consultant will be held accountable to their proposed plans, schedule, and/or milestones as approved and otherwise agreed upon. BREC reserves the right to modify the proposed plans within resulting contracts to suit the needs of BREC.

A standard application for payment will be agreed upon by all parties to track progress and approve payment.

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

ATTACHMENT A

PROPOSAL FORM

BREC

Sealed proposals will be received until **11:00 A.M. CT., Thursday, December 29, 2022** by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, La 70806 at which time proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

BREC

Purchasing Manager

6201 Florida Blvd.

Baton Rouge, LA 70806

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

REQUEST FOR PROPOSAL No. 216

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR A PARK AND RECREATION SYSTEM MASTER PLAN

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 mutually agreed upon.

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about December 2019 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents will be negotiated and accepted after award. Pursuant to RS 38:2318.1 BREC will select providers of design professional services on the basis of competence and qualification for a fair and reasonable price.

(SIGNATURE)

(Typed Name and Title)

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

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

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

CORPORATE RESOLUTION

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

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

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

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

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

This _____ day of _____, 20_____

SECRETARY

**Sample Contract for:
REQUEST FOR PROPOSAL No. 216
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
A PARK AND RECREATION SYSTEM MASTER PLAN**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between BREC, herein referred to as BREC and _____ herein referred to as “Consultant”.

Consultant agrees to proceed, upon written notice of the Assistant Superintendent of Planning and Construction, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by BREC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows:

The following documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full: *(to be completed at time of award)*

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Consultant change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by BREC Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

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 Consultant 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 upon payment in full of all compensation due under this agreement, and may be used by BREC in accordance with this agreement. Consultant expressly agrees to transfer to BREC all of its common law, statutory, and other reserved rights, including copyrights, in the documents.

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

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

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 Consultant 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 ____ 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 _____ period, and neither party shall have any further obligation to the other party.

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 CONSULTANT OBLIGATION: Consultant shall be an independent Consultant under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent Consultant 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 Consultant 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 Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, gender identification, 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.

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 Consultant in order to carry out this contract, shall be protected by the Consultant 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 Proposal (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, BREC and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

BREC

Recreation and Park Commission
for the Parish of East Baton Rouge

By _____

Title _____
Corey K. Wilson, Superintendent

Consultant

By _____

Title _____
Typed Name and Title

AFFIDAVIT

SAMPLE DOCUMENT –
INFORMATION PURPOSES ONLY

BREC

Recreation and Park Commission for the Parish of East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

**REQUEST FOR PROPOSAL No. 216
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
A PARK AND RECREATION SYSTEM MASTER PLAN**

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC

Insurance Requirements for:**REQUEST FOR PROPOSAL No. 216****REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR A PARK AND RECREATION SYSTEM MASTER PLAN**

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

- | | | | |
|----|--|-----------------------|-------------|
| A. | Commercial General Liability on an occurrence basis: | General Aggregate | \$2,000,000 |
| | | Each Occurrence | \$1,000,000 |
| B. | Business Auto Policy | | |
| | Any Auto; or Owned, Non-Owned & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |
| D. | BREC, must be named as additional insured on all general liability policies described above. | | |
| E. | Professional Liability coverage for errors and omissions: | | \$1,000,000 |
| F. | Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change. | | |
| G. | The Certificate Holder should be shown as: BREC,
Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806 | | |