
It all starts at BREC!



**Recreation and Parks Commission for the Parish of East Baton Rouge
(BREC) Baton Rouge, Louisiana
6201 Florida Blvd
Baton Rouge, LA 70806**

**Request for Proposal
For
Analysis of Golf Operations of
BREC’s Golf Department & Courses
RFP Number 144**

Proposal Deadline March 6th at 10:00 a.m. CT

I. Introduction

Notice is hereby given that the RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE, (hereinafter called BREC), will receive proposals, IN DUPLICATE, at BREC Administration Building, Purchasing Office, 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for developing and providing a detailed analysis of the BREC Golf Department and the (7) seven BREC golf courses.

When responding to this RFP, please follow all instructions carefully. Please submit Proposal contents according to the outline specified, and submit supporting documents according to the instructions provided herein. Failure to follow these instructions may be considered a non-responsive Proposal and may result in the Consultant’s immediate elimination from further consideration.

BREC reserves the right to request additional information from the Consultant. BREC reserves the right to select, in whole or in part with or without cause, the successful Consultant that best meets the needs of BREC for this assessment. BREC also reserves the right to meet with select Consultants at any time to gather additional information. BREC reserves the right to reject any or all parts of proposals, waive informalities and technicalities.

BREC will receive Proposals at the time and place noted in this document. At that point, BREC will close the receipt of Proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the Proposal. Negligence or error on the part of any Consultant in preparing its Proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that BREC cannot give consideration to any “plea of error” in preparation of the proposal.

II. Scope of Work to be Performed Summary

The intent of this RFP is to hire a consultant that will develop an informational structure (both fiscal and physical) to assist BREC in developing a Strategic Plan for the Golf Department and the related golf courses and facilities. The overall scope of the work will be based on twenty (20) percent current status, twenty (20) percent analysis and sixty (60) percent on recommendations, target goals, objectives, and action plans to achieve an overall strategy.

III. Scope of Work

Phase one of the work will be based on a SWOT (Strengths, Weaknesses, Opportunities and Threats) blueprint. Each SWOT area will take in consideration our current Key Performance Indicators:

- Rounds Played – analyzing the time of day, outings/tournaments, seniors, juniors, leagues, promotions, etc. A key analysis is to be made as to the optimum amount of outings/events in relation to public play.
- Other analyses should be made of:
 - Cart rentals (both electric and pull carts)
 - Range Rentals and Range Plans
 - Pro Shop Merchandising
 - Food and Beverage
 - Clinics and Lessons
 - Personnel – skills as related to respective work positions
 - Equipment – maintenance, golf carts
 - Materials – maintenance
 - Course Maintenance
 - Utilities
 - Marketing
- Analysis of the past and present Profit and Loss Statements.

Phase two of the work will require:

- In-depth analysis of the demographics and geographies of each facility and of the citizenry/stakeholders in general.
- Market survey
- Survey of marketing and business links
- Analysis of creative marketing opportunities (especially technology, i.e. existing web sites)
- Analysis of golf market position and competitive threats from area golf courses
- Analysis of BREC Golf Department’s present capital improvement list

Phase three will require compilation of recommendations of:

- Target objectives
 - A list of objectives that is credible, specific and measurable.
 - Using the basis of our Key Performance Indicators, provide objectives that will positively affect our profit and loss outlook.
- Specific strategies
 - Recommend strategies that will determine how best to achieve performance objectives from the list of our targets.
 - Recommend strategies that will enhance existing parameters of marketing.
- Action plans, detailing methodology, cost, and timeframes.
 - Action Plans for each strategy.
 - For each Action Plan, a detailed budget recommendation.
 - Recommended timeframes for each Action Plan.

Proposers should inspect each golf course site prior to the opening of the proposals. Please contact Jeffrey Marks @ (225) 272-9200, ext. 364 to schedule the site visits. The Golf Courses are:

- Santa Maria Golf Course, 18460 Santa Maria Parkway, Baton Rouge, LA 70817, Phone: (225) 752-9667
- Webb Memorial Golf Course, 1351 Country Club Dr., Baton Rouge, LA 70806, Phone: (225) 383-4919
- City-Brooks Park Golf Course, 1515 Dalrymple Dr., Baton Rouge, LA 70808, Phone: (225) 387-9523
- Howell Park Golf Course, 5509 Winbourne Ave., Baton Rouge, LA 70805, Phone: (225) 357-9292
- Dumas Golf Course, 13350 Hwy. 19, Baker, LA 70714, Phone: (225) 775-9166
- Beaver Creek Golf Course, 1100 E. Plains-Port Hudson Rd., Zachary, LA 70791, Phone: (225) 658-6338
- J.S. Clark Park Golf Course, 2301 Thomas Rd., Baton Rouge, LA 70807, Phone: (225) 775-9008

IV. Term of Contract

The term of this contract is for up to 12 months, beginning at time of award.

V. General Requirements

A. Proposal Format

Consultants are required to prepare their Proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Consultant is required to submit its Proposal in a sealed package, with the RFP number, title, and closing time of the RFP printed on the outside of the envelope.

Provide one (1) original and three (3) copies of complete Proposal packages.

**BREC Administration Building
Purchasing Office
6201 Florida Blvd
Baton Rouge, LA 70806**

Attn: Lisa Sanchez, Purchasing Manager

BREC must receive Proposals no later than 10:00AM (CT), March 6, 2014. BREC will not be held responsible for the failure of any mail or delivery service to deliver a Proposal response no later than the stated Proposal due date and time. It is solely the Consultant’s responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time.

B. Submission Requirements

All proposals must contain the following information:

1. Introduction- Executive Summary and Company Information

a. Executive Summary

The purpose of the Introduction is to provide information about the proposing Consultant, as well as the Consultant’s approach to this type of contract. Specifically, the Executive Summary should be written in non-technical language that can be clearly understood by non-technical BREC officials. The section should be concise and should present only information that is relevant to this Request for Proposal.

Each respondent shall provide the following company information:

- b. Consultant’s name and business address, including telephone and fax numbers, email address, website address;
- c. The type of Consultant (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.;
- d. Year established. Include former Consultant name(s) and year(s);
- e. The name, title, address and telephone number of the Consultant’s primary contact for this contract. The person identified must be empowered to make binding commitments for the Consultant and its subcontractors.

2. Technical Approach

Provide a general discussion of the proposing Consultant’s technical project performance approach to include startup procedures/requirements, including electrical needs, exact lights to be displayed and layout plans, as well as suggested means to assist in the recovery of some of the cost for this contract as a fee-based event.

4. References

Provide at least three (3) references for which the Consultant has performed services within the past eight (8) years that are similar to BREC’s requirements. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

5 Exceptions

List any exceptions/deviations to the RFP specifications on a separate page.

C. General Comments

- 1. Any cost incurred by respondents in preparing or submitting this RFP shall be the respondents' sole responsibility.
- 2. All responses, inquiries or correspondence relating to this RFP will become the property of BREC when received.

D. Selection Process

The process for the evaluation will involve two stages:

Stage One: Qualifications

The RFP will be posted on the BREC website, advertised in BREC’s official journal, and the RFP will be sent to others upon request. Upon receipt of the packages from respondents, Selection Committee members will review, evaluate and select the Consultant that appears to be most favorable to provide services.

Stage Two: Final Selection

After their review utilizing the evaluation criteria listed in Section E, the proposed contract will be forwarded to the BREC Board of Commissioners for approval.

E. Evaluation Criteria:

The following criteria will be the basis on which Consultant will be selected for further consideration:

1. Quality of appearance of Proposal;
2. Qualifications and experience to complete the project;
3. Description of plan to complete the project,
4. Describe special considerations
5. References;
6. Pricing

The above listing does not indicate the order of importance.

F. Retention of Consultant Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

VI. Contracting Information

A. Certification

The Consultant hereby certifies that he has carefully examined this Request for Proposal and the Consultant certifies that it understands the scope of the work to be done and that the Consultant has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Consultant certifies that its Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Consultant certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. Conflict of Interest

By submission of a response, the Consultant agrees that at the time of proposal, it: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Consultant’s services, or (2) will not benefit from an award resulting in a “Conflict of Interest.” Consultant shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that BREC, in consultation with legal counsel, may reject their Proposal.

C. Assignment

No assignment of the Consultant’s obligations or the Consultant's right to receive payment hereunder shall be permitted without prior consent of BREC. The Consultant may not sell, assign, transfer or convey any contract which may result from this RFP, in whole or in part, without the prior written approval from BREC.

D. Independent Contractor

It is understood that in the performance of any services herein provided, the Consultant shall be, and is, an independent Contractor, and is not an agent or employee of BREC and shall furnish such services in its own manner and method, except as required by any contract which may result from this RFP. Further, the Consultant has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Consultant in the performance of any contracted services which may result from this RFP. The Consultant shall be solely responsible for, and shall indemnify, defend, and save BREC harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

E. Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of Louisiana. Should any portion of any contract be in conflict with the laws of the State of Louisiana, State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be East Baton Rouge Parish, Louisiana.

F. Confidential Information/Public Records Law

BREC assumes no responsibility for confidentiality of information offered in a Proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the Proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after a contract is awarded. BREC reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation

process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission. In the event that a request for inspection is made under public records law, the Consultant will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

G. Compliance with Laws and Regulations

Contractor must comply with all applicable State and Federal Laws.

H. Acceptance

Submission of any Proposal indicates a Consultant’s acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the Proposal.

Furthermore, BREC has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in BREC's best interests to do so. BREC reserves the right to accept or reject any or all of the items in the Proposal, and to award a contract in whole or in part and/or negotiate any or all items with individual Consultants if it is deemed in BREC’s best interest. Moreover, BREC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or not in the best interest of BREC.

VII. Insurance Requirements

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

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Consultant’s headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for

use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. BREC, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Consultant. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to BREC.
- b. The Consultant’s insurance shall be primary as respects to BREC, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by BREC shall be excess and non-contributory of the Consultant’s insurance.
- c. Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to BREC, its officers, agents, employees and volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against BREC, its officers, agents, employees and volunteers for losses arising from work performed by the Consultant for BREC.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Consultant or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Consultant’s policy.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Consultant from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against BREC for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to BREC, its officers, agents, employees and volunteers.

C. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Consultant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

D. Verification of Coverage

Consultant shall furnish BREC with Certificates of Insurance reflecting proof of required coverage. 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 and upon any contract renewal thereafter.

In addition to the Certificates, Consultant shall submit the declarations page and the cancellation provision endorsement for each insurance policy. BREC reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, this contract, at the election of BREC, may be suspended, discontinued or terminated. Failure of the Consultant to purchase and/or maintain any required insurance shall not relieve the Consultant from any liability or indemnification under the contract.

E. Subcontractor

Consultant shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. BREC reserves the right to request copies of subcontractor’s Certificates at any time.

F. Workers Compensation Indemnity

In the event Consultant is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Consultant, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that BREC, its departments, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Consultant, its owners, agents and employees. The parties further agree that Consultant is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Consultant hereby agrees to protect, defend, indemnify and hold BREC, its departments, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

G. Indemnification/Hold Harmless Agreement

Consultant agrees to protect, defend, indemnify, save, and hold harmless, BREC, all departments, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability 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 grow out of, any act or omission of Consultant, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Consultant as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of BREC, all departments, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Copies or originals of correspondence, endorsements, certificates or other items pertaining to insurance shall be sent to:

**Ms. Lisa M Sanchez, CPPB
Purchasing Manager
BREC Finance Department
6201 Florida Blvd
Baton Rouge, LA 70806
Email: lsanchez@brec.org**

VIII. Safety

The Consultant shall be solely responsible to assure the safety of their personnel in all activities that they and their subcontractors perform. The Consultant shall also provide

and take measures to protect the public and BREC personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel.

IX. Termination of the Contract for Cause

BREC may terminate the pursuant contract if the Consultant based upon the failure of the Consultant to comply with the terms and/or conditions of the contract or failure to fulfill its performance obligations pursuant to the contract, 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 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 contract 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 the contract, provided that the Consultant shall give BREC written notice specifying BREC’s failure and a reasonable opportunity for BREC to cure the defect.

X. Termination of the Contract for Convenience

BREC may terminate the contract 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.

XI. Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the BREC Commission. If the BREC Commission fails to appropriate sufficient monies to provide for the continuation of the contract, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTE: If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for BREC’s services and expenses made necessary thereby, such excess shall be paid by the Consultant. If such costs exceed the unpaid balance, the Consultant shall pay the difference to BREC. This obligation for payment shall survive termination of the contract.

XII. Non – Waiver of Rights

It is agreed that BREC’s failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

XIII. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Consultant under the pursuant contract are the property of BREC.

XIV. Binding Effect

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Consultant and subcontractors of the parties.

XV. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

XVI. Records Retention and Review

The Consultant shall retain all records pertaining to the services and the contract for these services and make them available to BREC for a period of ten (10) years.

XVII. Written Notice to Proceed

BREC shall issue an official written Notice to Proceed for the services referenced in the contract. The Notice to Proceed shall be sent via facsimile or e-mail followed by regular mail. Under no circumstances shall BREC be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Consultant. Consultant shall report to work within 24-72 hours of receipt of “Notice to Proceed”.

- o Changes, Addenda, Withdrawals

BREC reserves the right to 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, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

- 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 the BREC Purchasing Office.

- Inquiries on Proposal

Any questions in relation to this RFP should be directed, **in writing**, and received by the Purchasing Manager, Lisa Sanchez at lsanchez@brec.org, no later than 5:00pm on February 20, 2014. Email questions are recommended, but questions may be sent via mail, also. Only those answers to questions which are **in writing**, signed by an authorized agent of BREC, shall be considered valid. Likewise, BREC shall only consider communications from Proposers which are signed and in writing. BREC will issue an addendum with all questions and answers.

- Material in the RFP

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

- Waiver of Administrative Informalities

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

- 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.

- Non-negotiable Contract Terms

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

- 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 acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

- Prime Consultant 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.

- Use of Subcontractors

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 into subcontractor arrangements. Proposers may submit a proposal in response to the RFP, which identifies subcontract(s) with others, provided that the prime consultant acknowledges total responsibility for the entire contract.

- 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; however, BREC reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance BREC’s understanding of any or all of the proposals submitted. Proposals maybe accepted without such discussions.

- Acceptance of Proposal Content

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

- Contract Award and Execution

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

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should submit any exceptions or deviations the proposer wishes

to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

BREC intends to award to a single Proposer.

XVIII. Pricing

The consultant shall submit all rates/prices as requested in the Pricing Schedule. This shall include all costs to perform work as described in this RFP and will include any and all costs associated with the implementation and completion/takedown and removal of this project (i.e., design, materials, freight charges, etc.).

Item	Description	
1	Contract to provide fiscal and marketing analysis of BREC’s Golf Department and Golf Courses	\$ _____
BREC is exempt from all Federal and State Taxes. FEIN: 72-6015451		

Consultant Information:

Legal Name and Address:

City/State

Zip

Telephone No.(____) _____

FAX No.(____) _____

Email Address: _____

By: _____

Company Representative

Print Name of Company Representative

Title: _____

Date: _____