REQUEST FOR QUALIFICATIONS

Project Management Services For the Shrine on Airline Reconfiguration and Renovation

6000 Airline Drive Metairie, LA 70003

Louisiana Stadium and Exposition District (LSED)

Issued: June 3, 2024

Submission Deadline:

2:00 pm (CST) on Wednesday July 3, 2024

Primary Contact:

Eileen Long Capital Projects Executive ASM Global (Services Manager for the LSED) PO BOX 52439 New Orleans, LA 70152 Eileen.long@asmneworleans.com

SECTION 1 INTRODUCTION

1.1 BACKGROUND

ASM Global, ("ASM") on behalf of the Louisiana Stadium and Exposition District ("LSED") seeks proposals from qualified and licensed parties with a proven record of managing large complex construction projects that are interested in providing project construction management services (the "Project Management Services" to be provided by the "Project Manager") for the development, administration and delivery of a capital project at a facility known as "The Shrine on Airline" (the "Shrine") that consists of a large scale renovation and reconfiguration of the Facility (the "Project"). The evaluation, selection, and award for the Project Management Services will be subject to a review of submittals and an interview process conducted by the Project Construction Committee acting as the Selection Committee that consists of representatives of the LSED and Jefferson Parish (the "Parish"). Each submittal must be prepared and submitted in accordance with the conditions prescribed herein. Additional details on the Project and required scope of Project Management Services are provided within this document in subsequent sections.

Upon selection and award, the Project Manager will be granted access to all applicable Project information including conditional use drawings, any as-built drawings, architectural contracts, and other relevant material for the Project (collectively the "Project Information").

1.2 THE PROJECT

This Project is a \$21 million redesign and reconstruction of the recreational facilities at the Shrine including, but not limited to, the reconfiguration of the existing stadium and baseball field for the purpose of constructing a multi-sports and event complex. Additional Project elements will include, but not be limited to, drainage, fencing, lighting improvements, parking, and sound improvements at the Shrine. The Project will be executed pursuant to and in accordance with, the terms of a Project Development Agreement executed by the Parish and the LSED.

It is contemplated that the Project will be procured utilizing a Construction Manager at Risk, as provided for in Louisiana Revised Statute, Title 38, Section 2225.2.4 (the "CMAR") and will progress over two (2) phases for completion and encompass the entire Project site that consists of approximately 38 acres. However, **this Request for Proposal is for Phase I only**. The Phase 1 Project design shall include a future Phase 2. The total anticipated construction budget for Phase 1 of the Project is Thirteen million dollars (\$13,000,000.00) and the expected duration for construction is twelve (12) months. The anticipated construction budget for Phase 2 of the Project is Eight million dollars (\$8,000,00.00). Currently the Phase 2 funding for the Project is not readily accessible and remains in Priority 5 of the State of Louisiana Capital Outlay funds. It is not anticipated that the Priority 5 Capital Outlay Funds will be made available by the Louisiana Legislature until a later date, so the LSED is only requesting a proposal for Project Management Services for Phase 1 of the Project.

The timeline for subsequent phases will be determined by the LSED and the Parish. A summary of the Project's desired scope, including estimated timeline is provided below:

Phase 1- Budget approximately thirteen million-dollars (\$13,000,000.00)

<u>Site Work</u>

- General Site Demolition
- Site Utility Alterations/Extensions

- Excavation and Grading
- Site Landscaping
- Parking Lot Patching
- New gates to Parking Lots
- > Entry Plaza Fan Fest Area- Club/Sponsor Exterior Activation
- Regrading and/or Replacement of Turf with Synthetic Turf
- ➢ Field Lighting Alterations
- Additional Parking Lot Lighting
- Additional Site Lighting.

First Floor-Field Level

- Demolish both dugouts.
- > Dissemble grandstands where indicated.
- > New West Seating at existing dugout.
- Expand and Upgrade Existing Commissary/Kitchen
- > Aesthetic Upgrades to Team facilities
- > Reconfiguration and Upgrades to Admin Area as needed.
- > Convert batting cages into two new lockers/training.

Second Floor- Concourse Level

- West Concourse Indoor Club Lounge (under roof canopy)
- > Upgrade Existing Concessions Equipment and Finishes
- > Aesthetic upgrades at designated areas 2nd floor areas

Third Floor-Suite Level

- Upgrades to existing media/press box
- ➢ Upgrade all suites and support areas.
- Add Suite-Level Warming Pantry

Infrastructure Upgrades

- ➢ HVAC
- > Audio/Video
- Code and Life Safety
- Food Service Equipment
- Plumbing/Mechanical Systems

<u>Phase 2- Construction Budget Approximately eight million dollars (\$8,000,000.00)</u> (Future Project Phase. not included in RFQ or Project Management Services contract; Phase 2 scope to be <u>determined</u>)

1.3 PROJECT STAKEHOLDERS

The Project stakeholders consist of the Project Team, along with the Design Team (as defined below) and future contractor.

- 1. Project Team
 - Louisiana Stadium & Exposition District (LSED) Owner of the Shrine on Airline, Caesars Superdome, Smoothie King Center, TPC Louisiana, and the John A. Alario, Sr. Event Center.
 - Jefferson Parish

2. Facility Manager

> <u>ASM Global</u>, in its capacity as the Facility Manager for the LSED.

3. Design Team

- > ODELL, A LaBella Company (Architect)
- 4. Contractor
 - > CMAR-To be Determined following utilizing a CMAR Request For Qualifications

1.4 PROJECT DESIGN AND OTHER RELEVANT DOCUMENTS Included in Appendix

- 1. Jefferson Baseball Park Original Record Set dated March 31, 1994 217 pages.
- 2. Lighting Renovation dated July 3, 2013 22 pages.
- 3. Zephyr Field Capital Enhancements dated December 12, 2014 23 pages.
- 4. Baby Cakes Stadium Bid Set- Elevator and Stairwell Tower Renovations 42 pages.
- 5. Zephyr Stadium Due Diligence Report- Volume 1 of 2 dated January 13, 2012
- 6. Zephyr Stadium Due Diligence Report- Volume 2 of 2 dated January 13, 2012
- 7. The Contract Template between the LSED and the Project Manager
- 8. Project Development Agreement by and between the LSED and the Parish dated February 29, 2024.
- 9. Amended and Restated Land Use Agreement by and among the Parish, the LSED and the State of Louisiana dated September 25, 2002.

1.5 PROGRESS TO DATE AND CURRENT STATUS

The Project Team has opted to utilize a Construction Manager At-Risk ("CMAR") procurement methodology to deliver the Project. The CMAR will be responsible for providing Pre-Construction and Design Assist Services with the expectation of establishing a Guaranteed Maximum Price proposal ("GMP") in accordance with the Design Teams' design and delivery schedule.

A Request for Qualifications for a CMAR will be advertised shortly after the Project Manager is selected so the Project Manager can provide input with respect to the CMAR selection.

Project Programming is expected to start in October 2024 after a Project Manager and a CMAR are selected to allow for valuable input from the Project Manager and CMAR in coordination with the Project Team with respect to the Project final design. The estimated completion date with respect to the Phase 1 Construction Documents is March 2025. The GMP establishment by the CMAR is approximately five weeks after the completion of the Construction Documents.

Design and Start of Construction Schedule for Phase 1:

- Programming- 2.5 weeks
- Preliminary GMP Estimate- 1.5 weeks
- Schematic Design- 4 weeks
- Design Development- 6 weeks.
- Design Development Cost Estimate-2 weeks.
- Construction Documents- 8 weeks
- Construction Documents GMP Estimate- 3 weeks.
- Value Engineering Documents- 2 weeks
- CMAR GMP estimate 5 weeks
- Construction Duration- 12 months

1.6 **PROJECT FUNDING**

The Project shall be funded through a combination of sources, with the amount of \$15 million being allocated and contributed by the Parish ("Parish Funding") and an additional \$10 million in Capital Outlay funds, which are currently in Priority 5 (LSED Funding"). There may be additional State funding appropriated to LSED for the benefit of the Project that will be allocated and contributed by LSED should same become available (the Parish Funding and the LSED Funding being hereinafter collectively referred to as the "Funding"). The Project construction will be managed and administered by the selected Project Manager with direction and input of the Project Team representatives.

1.7 PROJECT ADMINISTRATION AND OVERSIGHT

Overall coordination, administration and oversight of the Project will be provided by the Project Manager on behalf of the Project Team. The selected firm will be required to coordinate its activities with the Project Team's and the LSED's designated ASM representative, with support from LSED legal counsel, and other persons that are specifically identified by the Project Team. ASM and the Project Manager will serve as the primary interface for the entirety of the Project. ASM will coordinate with the selected Project Manager for purposes of accessing the site, plans, data, documents, and other material needed to complete the Project Manager. ASM will administer the Project Management Services Contract and process all invoices (Project Manager, Design, Construction, Consultants etc.) for payment, subject to the receipt of appropriate supporting documentation for the work provided and review of same by the selected Project Manager.

SECTION 2 CRITICAL DATES AND MEETINGS

2.1 TIMELINE FOR SELECTION

The following is the anticipated timeline for this Request for Proposals:

Proposal Advertisement Starts:	June 3, 2024
Pre-Response Conference Call: (not mandatory)	June 13, 2024 (if needed)
Submission Due Date from Proposers	July 3, 2024, by 2 pm (CST)
Shortlist Notification:	<u>July 12, 2024</u>
Presentation Interviews:	<u>July 15- July 19, 2024</u>
Notice of Selection & Award:	<u>July 24, 2024</u>

Due to uncertainties in the evaluation, selection, negotiation and contracting processes, the dates shown are tentative, reflect optimal circumstances, and are subject to change.

SECTION 3 PROJECT REQUIREMENTS

3.1 SCOPE OF SERVICES

The Scope of Services that the Project Team is seeking is set forth in further detail below ("Scope of Services"). Additional services may be considered should a submitting respondent include supplemental services materially different than what is provided below. Should a respondent offer an additional service, the cost must be identified as an optional service in the respondent's fee proposal. Upon selection and award, the Scope of Services will be further negotiated and defined and will be included in the Project Management Services Contract.

1) Program Controls and Contract Administration

Serve as the Project Team's contract administrator of all design and construction activities. This will include compliance of contractual commitments, facilitation of the delivery of Project Submittals and tracking of project-related documents. For document tracking the Project Team will use Project-Pro for design and construction documentation. (Note see attached AIA Document B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition which notes the scope of work the architect provides. The intention is not to duplicate work already in the Architect's contract.)

2) Project Reporting

Provide regular reporting to the LSED through Monthly Project Meetings that include, but not limited to, the following:

- a) Key Performance Metrics:
 - i) Budget Tracking
 - ii) Project Schedule
 - iii) Design Progress
 - iv) Procurement Process
 - v) Construction Progress
- b) Change Order log (and other approvals that may be required)
- c) Project Team Action List
- d) Recordation and Circulation of Project Team meeting minutes Additionally, serve as the Project Representative during any required LSED or stakeholder meetings and provide the necessary level of input as required.

3) Financial

Monitor and track the Project Budget based upon the selected contractor. Review, reject or provide recommendation to the Project Team of the following:

- a) Pay Applications
- b) Purchase Requisitions
- c) Change Orders
- d) Construction Change Directives
- e) Additional Service Request
- f) Other request for payments

Request for Qualifications- Project Management

4) Design Coordination and Management

Manage the coordination and delivery of the Design Team's obligations and cause such services to be provided in accordance with the Architect's Contract, the Budget, and the Schedule. Also Shrine on Airline Reconfiguration and Renovation June 3, 2024 coordinate, assist, and manage various elements of the design services in accordance with the milestones of the Project Schedule to include, but not limited to, the following:

- a) Verify adherence to program objectives during completion of Design Development, and Construction Document Phases.
- b) Monitor Design documents to verify progress and status of completion in accordance with Project Schedule.
- c) Identify and report to the Project Team functional, operational and maintenance issues.
- d) Assist in identifying cost-effective design alternatives to be incorporated into the design.
- e) Develop and implement procedures that enable the Project Team to Request for Information (RFI's) in a timely manner, to not materially interfere with or cause delay to the Project or the milestones of the Project Schedule.
- f) Develop suggestions for staging, phasing, and schedule management.
- g) Assist in the procurement of permits and approvals in accordance with the milestones of the Project Schedule.

5) Contractor Manager At-Risk Procurement Facilitation

- a) Provide input as requested by the Project Team during the CMAR RFQ
- b) Pre-construction and Design Assist management

Manage the coordination and delivery of services under the CMAR Contract and Schedule. Additionally, coordinate, assist, and manage various elements of the pre-construction services which may include, but is not limited to, the following:

- i) Provide a preliminary evaluation of the program, schedule, and construction budget requirements.
- ii) Schedule and conduct meetings with the Architect, CMAR, and Project Team to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- iii) Advise on proposed site use and improvements, selection of materials, and building systems and equipment needed to meet the milestones set forth in the Project Schedule.
- iv) Provide recommendations consistent with the Project requirements on constructability; availability of materials and labor, time requirements for procurement, installation, and construction; and factors related to construction cost to maintain adherence to the Project Schedule.
- v) Prepare and routinely advise the Project Team on all aspects of the Project Schedule for the Architect's and CMAR's Review and the Project Team's acceptance.
- vi) Coordinate and integrate the CMAR's services, the Architect's service, other LSED consultant's service, and the LSED's responsibilities and identify and report to the Project Team matters that could affect any aspect timely completion of milestones set forth on the Project Schedule.
- vii) If applicable, provide recommendations regarding accelerated or fast-track scheduling, procurement, or phased construction.
- c) Guaranteed Maximum Price Negotiation & Delivery
 Serve as the lead negotiator to deliver an acceptable GMP Proposal for Phase 1 and Phase 2 (if applicable) to the Project Team . The GMP Proposal shall include, but not be limited to:
 - i) A list of the Drawings and Specification, including all Addenda, and the Conditions of the Contract.
 - ii) A list of the qualifications and assumptions made by the CMAR in the preparation of the GMP to supplement the information provided by the LSED and contained in the Drawings and Specification.
 - iii) A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the CMAR's fee.

- iv) The anticipated date of Substantial Completion upon which the proposed GMP is based; and
- v) A date by which the Project Team must accept the GMP.

6) Construction Management and Administration

a) <u>Construction Phase Management</u>

Serve as the Project Team's representative to establish and maintain a quality control/quality assurance program between the Architect and Contractor to establish timely and acceptable performance standards in accordance with the schedule. Additionally, provide and make available to the Project Team the following:

- i) Progress reports showing percentages of completion and other information required by the Project Team.
- ii) Daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by ASM and the Project Team.
- iii) Monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes, including variances between actual and estimated costs.
- iv) Project management protocols and procedures to include.
 - (1) Project Team, Architect and Contractor (OAC) weekly meetings
 - (2) Reporting and record keeping responsibilities, minutes and "Ball in Court Log.
 - (3) Confirming Submittal and RFI Procedures are following contract documents.
 - (4) Process for recording of change orders i.e., obtaining signatures and sending to LSED attorney to record.
 - (5) Coordination with commissioning agent if required.
 - (6) Conflict resolution procedures

b) Substantial Completion & Closeout Facilitation

Upon substantial completion and closeout, provide timely coordination of Architect and CMAR for punch list inspection and value establishment in accordance with Construction Schedule that is to be developed by the CMAR. Additionally, deliver and or facilitate the following:

- i) Final Inspections
- ii) Final report and acceptance by the commissioning agent
- iii) Secure final delivery package in accordance with the Construction Schedule to be developed by SMAR, to include:
 - (1) Building Information Modeling (BIM) documentation.
 - (2) Operation and Maintenance manuals.
 - (3) Occupancy Permits
 - (4) Clear lien certificate.
- iv) Assistance with any final claims resolution
- v) Obtain a final cost report from CMAR and deliver to the Project Team.
- vi) Coordinate move-in by ASM as Facility Manager in accordance with the Schedule.
- vii) Assist ASM as Facility Manager with identification of warranty related items.

c) <u>Third -party Coordination and Professional Services</u>

If applicable, prepare a procurement schedule for the Project Team furnished items that must be ordered well in advance of construction to meet the milestones set forth in the Project Schedule. Additionally, prepare, in consultation with LSED legal counsel, solicitations, request for proposals, or request for pricing from certain third-party service providers, or sub-consultants that may be needed to complete the Project (i.e., environmental, geotechnical, surveying, title clearance, traffic study, etc.)

d) Other Services

Perform other services as may be reasonably requested by the Project Team as incidental, usual and customarily provided by project managers on projects of similar scale and magnitude to all aspects of the Project.

3.2 CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The selected Project Manager will be required to execute and deliver a Confidentiality and Non-Disclosure Agreement wherein it agrees to keep confidential, and all information provided to it by or on behalf of the LSED, Jefferson Parish and ASM in connection with the performance of the Scope of Services in connection with the Project and the Project Funding.

SECTION 4 CONTENTS OF RESPONSE

4.1 **REQUIRED INFORMATION:**

All respondents must include the following information with their written response to the Request for Proposals:

- Cover Letter and Executive Summary highlighting the key points of the Response and indicating what makes your firm appropriate for the scope of services.
- General Company History/Qualifications
- The full name and address of the responding firm, along with primary contact person or designated representative.
- A brief description of the responding firm, including its organizational structure and history.
- A list of representative projects similar completed in the last ten (10) years indicating the responding firm's ability to provide the services described in Section 3.1 above. The list should include not more than five (5) representative projects, and for each one, the responding firm should provide the name and location (city and state) of the contracting party, the responding firm's role in the project, construction methodology utilized (design-bid-build, CMAR, other (if other please describe)), and the name and principal amount of any public or private debt financing associated with the project.
- A list of the responding firm's projects currently underway. This list should include the estimated completion date and the personnel dedicated to each project. If personnel dedicated to current projects are assumed to be assigned for this engagement, please provide a description of how these personnel will be shared, allocated and/or reassigned.
- A description of scope of services proposed, using Section 3.1 as the Project Team's expectation. Any material differences to the scope of services provided should be identified as an optional service and include a segmented fee itemization.
- The resumes of all persons to be assigned to perform the Scope of Services provided for herein and their prospective roles.
- Proof of Authorization to conduct business in the State of Louisiana and all necessary licenses that are required for Project manager to perform the Project Management Service provided for hereunder.
- SLDBE Certification

ASM-Global/LSED is committed to achieving inclusion of minority and women-owned business with respect to the procurement of goods, products, and services. Please provide your firm's or your subcontractor's Disadvantaged Business Enterprise SLDBE Certification in accompaniment of the Bid. Firms are highly encouraged to submit a SLDBE plan to be evaluated for scoring. If a firm does not submit the DBE Form found in the attached Appendix H, there will be no (0) points assigned for the SLDBE Category. Any firm submitting a joint response should provide a Cover Letter and Executive Summary for the joint submission and the remainder of the foregoing information for each firm included as part of the joint response.

4.2 MANAGEMENT, ORGANIZATIONAL APPROACH, CONFLICTS AND FEES

The response should describe the organizational approach to the Project to be employed by the respondent or respondents. The following should be addressed in this description:

• Organization, format, and coordination of communications with ASM and the Project Team, including the primary personnel expected to communicate with Team.

- Description of the fees to be charged for the Services. Fees shall be inclusive of all costs, including any JV partnership and any sub-consultant, sub-contractor or vendor costs and shall describe in detail any split or share of fees among responding firms, sub-consultants, or sub-contractors. The responding firm or firms should also identify any anticipated expenses, including supplemental personnel required to facilitate the Project Management Services, related to the Project for which reimbursement may be required.
- The respondent must state in its proposal, as of the date of the response all known conflicts of interest which could be created by its contract with the LSED, Jefferson Parish and/or ASM-for the Project Management Services to be provided for herein. It will be the continuing duty of the selected firm to report all potential conflicts of interest to the Project Team.

4.3 CONTRACT

The selected Project Manager will be required to enter a written contract with the LSED (the "Agreement") on terms that are approved and agreed to by the Project Team. The Contract Template is included in Appendix A. The Contract Template includes, in part, the following terms and conditions:

- <u>Incorporation of Response</u>: The submittal of the successful respondent, along with any addenda or amendments thereof, shall be incorporated into the Agreement.
- <u>Indemnification</u>: Each selected firm shall defend, indemnify and save harmless the State of Louisiana, the LSED, Jefferson Parish, ASM, and the members, officers, and employees of each, from, and against all claims, suits, judgements, expense, and cost of every kind and description resulting or alleged to result from any act or omission or each selected firm, its employees or agents.
- <u>Prevailing Law:</u> The Agreement must be governed by the law of the State of Louisiana, and the selected firm or firms and all sub-contractors must comply with all local, State, and federal laws, rules, and regulations applicable to the Agreement and to the Project Management Services performed thereunder.
- <u>Confidentiality and Non-disclosure</u>: The agreement shall contain a Confidentiality and Disclosure provision that is satisfactory to the Project Team, the Parish, LSED and ASM. (See section 3.2 above)
- <u>Insurance Requirement:</u> The Agreement will include minimum insurance requirements that is satisfactory to LSED, the Project Team and ASM.

4.4 COMMUNICATIONS AND REQUESTS

All correspondence and/or contact regarding any aspect of this Request for Proposals shall be with Eileen Long. Consultants and their representatives shall not make any contact with or communicate with any board member of and/or any employee or representative of the LSED or Jefferson Parish. regarding any aspect of this Request for Proposal.

At any time during the solicitation process up to the time specified, respondents may request in writing, clarification or interpretation of any aspect, or a change to any requirement of the RFQ or any addenda to the RFQ. Such written requests shall be made to Eileen Long (Eileen.long@asmneworleans.com) and must be received no later than 5 business days prior to the Response Due Date. Questions received after this date will not be addressed.

Any requests for a change to any requirement of the documents must be fully supported with pertinent information evidencing that the exception will result in a condition equal to or better than that required by the Request for Proposal, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided in the form of addenda only. Only written

responses provided as addenda shall be official and all other forms of communication shall not be binding on the LSED.

If it should it appear to a prospective respondent that the performance of the work is not sufficiently described or explained in the Request for Proposal, or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, or local law, ordinance, rule, regulation, or other standard or requirement, the respondent shall submit a written request for clarification to ASM (as designated the representative of the Project Team) within the time period specified.

Any interpretation, correction or change to this document will be made by written addenda. Changes in any other manner will not be binding on the LSED, Jefferson Parish, and ASM and cannot be relied upon by respondents.

Representatives of the Project Team will not respond to any oral requests.

4.5 ADDENDA TO REQUEST FOR PROPOSAL

The Project Team reserves the right to amend the Request for Proposals at any time. Any amendments to or interpretations of the Request for Proposal shall be described in the written addenda. All addenda issued shall become part of this Request for Proposal. Prospective respondents shall acknowledge the receipt of all addenda in their submittal. It will be Project Team's sole option to disqualify a submittal of qualifications for failure to acknowledge in the submittal the receipt of addendum.

Notification of the addenda will be posted to the LSED Website at LSEDgov.com under opportunities tab. It is the responsibility of the prospective consultant to review the LSED website for addenda to the Request For Proposal if any. Failure of any prospective respondent to receive the notification or addenda shall not relieve the respondent from any obligation under its proposal as submitted or under the Request For Proposal, as clarified, interpreted, or modified. All addenda issued shall become part of the Request For Proposal. Prospective respondents shall acknowledge the receipt of all addenda in their submittal. It will be Project Team's sole option to disqualify a submittal of qualifications for failure to acknowledge in the submittal the receipt of addendum.

If the Project Team determines that the addenda may require significant changes in the preparation of the submittal of qualifications, the deadline for submitting may be postponed allowing consultants enough time to revise their submittal.

4.6 SUBMISSION OF RESPONSES

Respondents should submit one (1) properly executed, bound responses in 8-1/2" x 11" format, along with an electronic copy in .pdf form on a USB drive. Submittals shall be sealed and plainly identified as: "Response to Request for Proposals- Shrine on Airline Renovation: Project Management Services" and shall be delivered to the following address:

LSED c/o ASM Global Attn: Eileen Long 1500 Sugar Bowl Dr. ASM Executive Office, Gate F (plaza level) Louisiana Superdome New Orleans, LA 70112 All responses shall be submitted no later than 2:00 p.m. (local time) on the date specified in Section 2.1. Responses received after that time and date will not be considered or will be returned unopened. The respondent shall assume full responsibility for timely delivery at the location designated for the receipt of responses. If for any reason multiple responses are submitted by a single respondent, then the last response received will be the only one considered and evaluated, and the respondent shall have no right to contest which response is evaluated by the Selection Committee.

Submission of a response signifies careful examination of the Request For Proposal and complete understanding of the nature, extent, and location of the work to be performed. The Project Team reserves the right to change, alter or modify the specifications at any time prior to the submittal date.

SECTION 5 CONSIDERATION OF RESPONSES

5.1 SELECTION PROCESS AND CRITERIA

Each Response will be reviewed by the Selection Committee, and the award will be made according to the following process:

1. <u>Technical Screening</u> - The Selection Committee will review the response submittals and assign a technical score for each prospective respondent. The highest scoring respondents will be invited to present the content of their submittals. The summary of scoring for all submittals is as follows:

TO	TAL POSSIBLE POINTS	100 Points
\triangleright	Presentation	<u>15 Points</u>
	Participation	10 Points
\triangleright	Local & Minority/Disadvantaged Business	
\triangleright	References	10 Points
\triangleright	Personnel Qualifications	10 Points
\triangleright	General Qualifications of Firm	10 Points
\triangleright	Schedule of Fees	15 Points
\triangleright	Project & Management Approach	15 Points
\succ	Specific Project Experience	15 Points

2. <u>Final Selection/Negotiation</u> – ASM reserves the right, in consultation with the Project Team, to provide input with respect to specific details of the proposal with the highest ranked respondent. If, in the opinion of the Project Team, it is not possible to successfully complete negotiations with that prospective respondent, the Project Team may, at its sole discretion, elect to terminate those negotiations and initiate negotiations with the next highest ranked candidate or at this time, the Project Team at its discretion, may reject all proposals.

5.2 **REJECTION OF RESPONSES**

The Project Team shall have the right to reject any or all responses, for any reason at any time, with no liability for costs incurred.

5.3 ACCEPTANCE OF RESPONSE

It is the intent of the Project Team to award a contract to a respondent that, in the Project Team's judgment, is the most qualified and responsive respondent, provided the response has been submitted in accordance with the requirements of the Request For Proposal. The Project Team shall have the right to accept the response which, in the Project Team's sole judgment and discretion, is in the best interest of the Project.

5.4 COST OF RESPONSE

The LSED, the State of Louisiana, Jefferson Parish or ASM will not be liable for any costs incurred in the preparation and presentation of the response, or the negotiation and finalization of a contract.

5.5 OWNERSHIP OF MATERIALS

All materials submitted in response to the Request For Proposal shall become the property of the LSED and no materials submitted will be returned to the respondent.

5.6 PUBLIC RECORDS

The provisions of the Louisiana Public Records Act, La. R.S. 44:1, *et seq.*, govern this RFQ. Therefore, all submissions, materials, and documentation submitted in response to this RFQ may be subject to public disclosure and/or inspection. If a respondent has a good faith belief that certain information submitted in response to this RFQ is not subject to public disclosure, then the respondent shall clearly mark all documents and information claimed to be exempt from public disclosure and justify the exemption at the time of submission. *See* La. R.S. 44:4.1 (listing exemptions to the Louisiana Public Records Act). The Project Team will not credit any blanket exemption claims that lack specific justification. The Project Team does not guarantee the confidentiality of submissions, and final determination as to which information or documents, if any, are exempt from public disclosure rests with the Project Team.

5.7 EFFECT OF RFQ

This RFQ and any related discussions or evaluations create no rights or obligations whatsoever. The Project Team may cancel or modify this RFQ at any time, for any reason, with or without notice. The contract(s) executed by the successful respondent and LSED is/are the exclusive statements of rights and obligations.

Appendix

The Appendices listed below may be accessed via the following hyperlink:

https://asm365-

my.sharepoint.com/:f:/g/personal/daniel_burke_asmneworleans_com/EtgdmBXdS4hHha0lQ6bijYoBND 6YvdsoJBYN3lhX8gL_og?e=kVEgEb

APPENDIX A - Jefferson Baseball Park Original Record Set dated March 31, 1994

APPENDIX B - Lighting Renovation dated July 3, 2013

APPENDIX C - Zephyr Field Capital Enhancements dated December 12, 2014

APPENDIX D - Baby Cakes Stadium Bid Set- Elevator and Stairwell Tower Renovations

APPENDIX E - Zephyr Stadium Due Diligence Report- Volume 1 of 2 dated January 13, 2012

APPENDIX F - Zephyr Stadium Due Diligence Report- Volume 2 of 2 dated January 13, 2012

APPENDIX G - The Contract Template between the LSED and the Project Manager

APPENDIX H - PDA by and between the LSED and the Parish dated February 29, 2024.

APPENDIX I - Amended and Restated Land Use Agreement by and among the Parish, the LSED and the State of Louisiana dated September 25, 2002.