REQUEST FOR PROPOSAL

Grounds Maintenance Services

BREC Parks

Solicitation No. 217
Proposal Opening Date December 15, 2022
Proposal Opening Time: 11:00 AM CT

Proposal Issued: November 15, 2022

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

NOTE TO PROPOSERS:

1) Submit the separate set of Proposal Forms with all required information as your Proposal.
2) Retain the complete set of Specifications and Contract Documents for your file.
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REQUEST FOR PROPOSAL
FOR

RFP NO. 217

GROUNDS MAINTENANCE SERVICES – BREC PARKS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background –

BREC currently operates and maintains over 180 Parks, covering nearly 6,500 acres of land throughout East Baton Rouge Parish and provides quality recreational experiences for its citizens.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by BREC governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing grounds maintenance services to various BREC parks and facilities.

1.1.2 Goals and Objectives

The Park Operations Department desires to enter into a contract with qualified firm(s) to provide grounds maintenance services that meet BREC’s maintenance quality standards and BREC’s service frequency standards, in order to provide safe and functional park grounds that meet the needs and desires of our patrons.

1.2 Definitions

A. Shall- The term “shall” denotes mandatory requirements.

B. Must- The terms “must” denotes mandatory requirements.

C. May- The term “may” denotes an advisory or permissible action.

D. Should- The term “should” denote desirable.

E. Contractor- Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of BREC authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Department- Department for whom the solicitation is issued.

I. Director- Director of Finance

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

K. 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.
1.3 Schedule of Events

<table>
<thead>
<tr>
<th>Item</th>
<th>Anticipated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP mailed and/or emailed to prospective proposers</td>
<td>November 15, 2022</td>
</tr>
<tr>
<td>Deadline to receive written inquiries</td>
<td>November 23, 2022</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>November 30, 2022</td>
</tr>
<tr>
<td>Proposal Opening Date (deadline for submitting proposals)</td>
<td>December 15, 2022</td>
</tr>
<tr>
<td>Oral discussions with proposers</td>
<td>To be scheduled</td>
</tr>
<tr>
<td>Notice of Intent to Award to be mailed or emailed</td>
<td>To be scheduled (approx 2-4 weeks after # 4-5)</td>
</tr>
<tr>
<td>Contract Initiation</td>
<td>Upon Issuance of #6</td>
</tr>
</tbody>
</table>

NOTE: BREC reserves the right to deviate from these dates.

1.4 Proposal Submittal

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

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

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

X Proposal Name: Grounds Maintenance Services – BREC Parks
X Solicitation No. 217
X Proposal Opening Date & Time: 11:00 A.M. CT

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals may be delivered by hand or courier service to our physical location at:

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

Or mailed to:

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

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

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

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.
1.5 Proposal Response Format

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

A. **Cover Letter:** Containing summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with BREC. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. All documentation as requested in section 3.2.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response marked “Original”. Three (3) additional copies of the proposal should be provided marked “Copy”, as well as one (1) redacted copy, if applicable (See Section 1.6) Also, one (1) copy of proposal on a flashdrive.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify BREC and hold BREC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference - (Not Required for this RFP)

1.7.2 Proposer Inquiry Periods

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

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

Further, we realize that additional questions or requests for clarification may generate from BREC’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm). If necessary,
another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

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

*Note: BREC has elected to use LaPAC, the state’s online electronic bid posting and notification system that is resident on State Purchasing’s website https://www.doa.la.gov/pages/osp/index.aspx 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 Contractor. BREC shall only consider written and timely communications from proposers.

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

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

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

E-Mail: Lori.Foreman@brec.org       Phone: (225) 273-6422

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (Not Required for this RFP)

1.10 Performance Bond (Not Required for this RFP)

1.11 Changes, Addenda, Withdrawals

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

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

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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

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

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal. Subcontracting shall not be permitted for the services in this RFP.

1.21.1 Corporation Requirements

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

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

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.

1.22 Use of Subcontractors

Subcontracting shall NOT be permitted for the services in this RFP.

1.23 DBE Participation

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

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 (“LAUCPDBE”).

The DBE Program is a race- and gender-neutral programs intended to provide additional contracting and procurement opportunities for certified small businesses and disadvantaged business enterprises by encouraging contractors who receive state contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts.

BREC desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by DBEs. By providing equitable opportunities for DBEs, BREC derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Bidders should present a responsible plan that provides for participation of qualified DBEs. Bidders should clearly state DBE participation goals and their plan for implementation of the same in their proposals. Bidders should also include information relative to the participation levels managed on other prior projects.

Participation shall be counted toward meeting the contract goals only by business entities certified under LAUCP-DBE. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or sublease agreements for operations. Participation shall
include work opportunities in planning, development, construction, and operation of the Project.

1.24 Written or Oral Discussions/Presentations

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

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

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

1.25 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.

1.26 Evaluation and Selection (See Part III Evaluation)

1.27 Contract Negotiations

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

1.28 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 Contractor will become part of any contract initiated by BREC.

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

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

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

BREC reserves the right to award a contract to a single proposer or to multiple proposers. The sites associated with this RFP are grouped on a geographical basis. BREC intends to award each group of sites to the Contractor with the best proposal for each respective group. This may result in one contractor being awarded all groups or multiple contractors being awarded one or more group(s). Groups will not be split up for awards. BREC reserves
the right to award the contract to the next lowest bidder where the lowest bid is not responsible or otherwise unavailable to perform.

1.29 Notice of Intent to Award

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

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

1.30 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200 or E-mail to Lori.Foreman@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.31 Insurance Requirements

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

1.32 Subcontractor Insurance

Subcontracting is not allowed for this contract.

1.33 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.
1.34 Fidelity Bond Requirements (Not applicable for this RFP)

1.35 Payment for Services

- Contractor shall submit an application for payment in the form of a written or digital invoice upon completion of services.
  - Invoices and attachment information are to be emailed to Accountspayable@brec.org and Tsmith@brec.org and Point-of-contact to be determined upon award.
  
  or mailed to:
  BREC Accounts Payable
  6201 Florida Blvd.
  Baton Rouge, LA 70806

- Invoices must include the following information:
  - Invoice Number (determined by vendor)
  - Names of BREC sites serviced.
  - Dates on which service cycles were completed.
  - Dollar amount for each individual site serviced.
  - A total dollar amount for the entire invoice.
  - Purchase Order Number associated with the services rendered.

- Payment will be made by BREC to the Contractor within thirty (30) days of receipt of a complete invoice containing all required information.
  - If any required information is not included, the invoice is subject to be returned to the Contractor to be corrected. The 30 day payment cycle will not begin until a complete invoice is received.

- Awarded Contractor(s) must complete the attached ACH Vendor Payment Authorization Agreement form. Awarded Contractor(s) must return the completed form to the Accounts Payable Department via email (Accountspayable@brec.org) (See Attachment F)

1.36 Termination

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

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract, provided that the contractor shall give BREC 30 days written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.
1.36.2 *Termination of this Agreement for Convenience* - BREC may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

1.36.3 *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.

1.37 *Assignment*

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

1.38 *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.

1.39 *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.

1.40 *Civil Rights Compliance*

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

1.41 *Record Retention*

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

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

1.43 Content of Contract/Order of Precedence

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

1.44 Contract Changes

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

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

1.45 Substitution of Personnel

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

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

1.46 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.
1.47 Claims or Controversies

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

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

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

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

1.48 Proposer’s Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for $100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at [http://www.sam.gov](http://www.sam.gov)

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services
See Attachment A: Scope of Services

2.2 Period of Agreement

The term of this contract shall be from **January 1, 2023 until December 31, 2026**. This contract may be renewed annually in twelve (12) month increments, not to exceed **Sixty (60) months**, at the same prices, terms, and conditions, if agreed upon by both parties.

2.3 Price Schedule

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

2.4 Deliverables

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

2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at various locations, **as shown on plot maps with addresses listed**, on Attachment G-2.
2.6 Proposal Elements (Not applicable to this RFP)

2.6.1 Financial
(REFER TO SECTION  3.1)

2.6.2 Technical

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

- Company’s years in business in the field of grounds maintenance.
- Number and credentials of current staff.
- Amount of commercial mowing equipment currently owned, or leased, by proposer that is currently available for use to fulfill the requirements of the proposal.
- Commercial and/or governmental grounds maintenance contract experience.

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

2.6.3 DBE, ME, SBE, and/or Veteran Owned Businesses
(REFER TO SECTION 3.3)

PART III  EVALUATION

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

In the event of a tie in scores, lowest price will win as the tie-breaker.

3.1 Financial Proposal (Maximum Value of 60 Points)

The following financial criteria will be evaluated:

- Total Yearly Price per Group (Maximum Value of 60 Points)

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

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

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

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

The committee may reject any or all proposals if none are considered in the best interest of BREC.
The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following Score = (LPC/PC x MAP). LPC= lowest proposed cost, PC= proposer’s cost and MAP=maximum allocated points

3.2 Technical Proposal (Maximum Value of 30 Points)

The following criteria are of importance and relevance to the evaluation of this RFP.

Company History and Experience
- Company’s years in business in the field of grounds maintenance, as well as any information demonstrating an understanding of the nature and scope of this contract. (Maximum Value of 5 points)

Contract History
- Commercial / governmental contracts held over the last 5 years. (Maximum Value of 5 Points)
  *Only commercial and/or governmental contracts shall be considered valid.

Personnel Listing and Credentials
- Personnel list, including job titles and credentials of current staff to be assigned to this contract. (Maximum Value of 10 Points)

Equipment Listing
- Detailed list of all commercial grade mowing equipment currently owned, or leased, by proposer that is currently available to fulfill the requirements of the proposal. (Maximum Value of 10 Points)

  Equipment list should include the following facts for each:
  - Year
  - Make
  - Model Number

3.3. DBE, ME, SBE, and/or Veteran Owned Businesses (Maximum Value of 10 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. DBE, ME and SBE and/or Veterans Owned businesses – Proposers must self-identify and provide documentation to support this status to qualify for evaluation credit in this category

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

A. (See Scope of Work – Attachment A)
B. Service Completion and Schedule
  i. Grounds Maintenance services shall be performed in accordance with the BREC Parks Mowing Schedules included in this document as Attachments G and G-1.
  ii. BREC reserves the right to temporarily or permanently suspend service cycles at any site, for any reason necessary, including, but not limited to, program interference, construction, damage to facilities, safety concerns, adverse weather and soil conditions.
  iii. If weather or any other adverse conditions prevent a service cycle from being completed, no charge shall be made against the contract and the contractor must resume the schedule to the best of their ability following the adverse conditions.
iv. BREC cannot control the amount of people at any site at any time. If a service cycle is not able to be performed due to an excess of people in the park, Contractor must resume the service schedule to the best of their ability following these events.

4.2 Performance Measurement/Evaluation

C. Notifications and Inspections
   i. Contractor must have an active email address in order to receive and send information regarding Service Completion Notifications.
   ii. Contractor shall notify BREC Point-of-Contact by sending a Service Completion Notification within twenty-four (24) hours after each service cycle is complete.
      1. Failure to submit Service Completion Notifications may result in a delay or forfeiture of payment for that service cycle.
      2. Consistent failure to submit Service Completion Notifications may result in the termination of the contract.
   iii. BREC shall inspect mowing locations to verify the quality and quantity of work performed upon receiving a Service Completion Notification from the Contractor.
   iv. BREC shall notify the Contractor of any substandard performance within Forty-eight (48) hours from the receipt of a Service Completion Notification, excluding weekends or holidays recognized by BREC.
   v. Contractor shall resolve any incomplete or substandard conditions within forty-eight (48) hours of notification from BREC.
   vi. Failure to complete a service cycle and/or resolve any issues of substandard performance within forty-eight (48) hours may result in a 20% reduction in payment for the service cycle.
      1. Consistent instances of substandard performance may result in the termination of this contract.
   vii. If no notification is received from BREC, within the specified timeframe following BREC’s receipt of a Service Completion Notification from the Contractor, the Contractor shall assume that the service cycle was acceptable.

Part V. FEDERAL CLAUSES NOT APPLICABLE TO THIS RFP
Scope of Work/Services

1. Terms and Conditions
   a. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.
   b. Failure to comply with any terms, conditions, or specifications may result in termination of the subsequent contract.

2. Minimum Specifications for Grounds Maintenance Services
   a. Service Completion and Schedule
      a. If mowing only is used Grounds Maintenance services shall be performed in accordance with the Mowing Schedule included in this package as Attachment G.
      b. Growth Regulators may be used in lieu of mowing cycles for Magnolia Cemetery only.
         I. If Plant Growth Regulators are used in lieu of mowing cycles, the contractor shall ensure that grass height remains under 6 inches at all times of the year.
         II. If Plant Growth Regulators (PGR’s) are used, the contractor must submit the following:
            a. A schedule of PGR applications and mowing cycles.
            b. MSDS Sheet(s) for any chemicals to be used.
            c. A copy of a valid Louisiana Commercial Pesticide Applicator’s Certification card.
      c. BREC reserves the right to temporarily or permanently suspend service cycles at any site, for any reason necessary, including, but not limited to, program interference, construction, damage to facilities, safety concerns, adverse weather and soil conditions.
      d. If weather or any other adverse conditions prevent a service cycle from being completed, no charge shall be made against the contract and the contractor must resume the schedule to the best of their ability following the adverse conditions.
      e. BREC cannot control the amount of people at any site at any time. If a service cycle is not able to be performed due to an excess of people in the park, Contractor must resume the service schedule to the best of their ability following these events.
   b. Weather / Soil Conditions
      a. Mowing services will not be permitted, nor will a charge be incurred against the contract when soil or weather conditions are such that Park grounds or facilities will be damaged. The contractor shall endeavor to resume and maintain the allotted scheduled frequency to the best of their ability following adverse weather. If the agreed upon service schedule for that given service cycle cannot be maintained, the Contractor shall forfeit responsibility for maintenance and billing of the affected service cycles. The Contractor shall exercise...
reasonable judgment in deciding whether it is advisable to proceed with services when conditions are such that services could damage the grounds of the parks.
b. If the Contractor determines that any portion of a site, or the entire site, is not serviceable for any reason, the Contractor must notify the BREC Point-of-Contact and report this immediately. (BREC Point-of-Contact will be provided upon award of the contract)
c. In the event that a service cycle is not performed by the Contractor, no charge shall be incurred against the contract for that cycle.
d. Contractor will be held responsible to repair any damage caused by Contractor’s work performed during or following unfavorable conditions.

c. **Litter Control**
   a. Contractor is responsible to pick up typical trash from all areas included within the scope of work during each service cycle and deposit into BREC trash containers located on-site at each park location.
b. Trash and debris are never to be mowed over.
c. In the rare event that an excessive amount of trash is deposited in a park, the Contractor shall notify the BREC Point-of-Contact and BREC staff will assist the Contractor to remove excess trash.
d. Contractor is responsible to remove all loose limbs and debris and place them into a pile(s) near the edge of the parking lot or access road, in an area that is accessible by trash truck, for pickup by BREC maintenance staff.
e. Contractor shall notify BREC Point-of-Contact, via the Service Completion Notification, whenever limbs / debris piles are left for pickup at any site.

d. **Mowing Height and Quality**
   a. All grass shall be mowed at a height range between 2 inches and 2.5 inches when cut.
b. The grass shall not exceed 6” in height between mowing cycles if PGR’s are used as a supplement to mowing.
c. All mowed turf areas shall contain no skipped sections of turf and no scalping of the turf. The turf should be smooth and uniform after mowing occurs.
d. Mowing shall be done with sharp blades to prevent tearing of the leaf blades and damage to the turf.

e. **Line Trimming and Edging**
   a. Line trimming shall be performed around all obstacles to a height equal to the height of all mowed areas.
b. Line trimming and/or edging shall be performed at all street / curb joints to prevent weed growth into all adjacent streets, roads, driveways, parking areas, etc.
c. Edging shall be performed on all curbs, sidewalks, and anywhere else concrete meets grass.
   i. All paved or non-grass surfaces shall have all grass clippings and/or debris removed, including, but not limited to, streets, driveways, parking areas, walkways, sport courts.
   ii. Material shall not be blown into streets or into drainage inlets.
d. Edging shall be performed around landscape bed borders and mulch rings at the base of trees to define edges and inhibit further invasive growth by unwanted weeds or grasses.
   i. Care shall be taken by the contractor to protect the base of trees from string trimmer damage.
e. Contractor shall be responsible for any damage from line trimmer or edger use caused by Contractor’s services.

f. **Chemical Use**
   a. Use of Chemicals is restricted to only Glyphosate (Roundup), approved plant growth regulators, and approved pre-emergent herbicides.
   i. Any plant growth regulator used must be approved by BREC prior to use.
II. Any pre-emergent herbicide must be approved by BREC prior to use.
III. Any pre-emergent herbicide must not leave a stain or colored surface when sprayed.
b. If Plant Growth Regulators (PGR’s) are used, the contractor must submit the following:
   a. A schedule of PGR applications and mowing cycles.
   b. MSDS Sheet(s) for any chemicals to be used.
   c. A copy of a valid Louisiana Commercial Pesticide Applicator’s Certification card.
c. Use of tracker dye is strictly prohibited.
d. Glyphosate and/or pre-emergent herbicide is ONLY to be used to prevent unwanted grass or weeds from growing in the cracks of concrete, gravel, or paved areas. Glyphosate is NOT to be used as an alternative for trimming or edging.
e. All other chemicals, other than the ones mentioned above, are prohibited from use on BREC property.
f. Any area damaged by the use of chemicals, including approved chemicals, shall be repaired by the contractor and restored to a condition equal to or better than the condition prior to the damage.
g. Fertilizer Use
   a. Fertilizer use by contractor is prohibited, unless specifically granted permission by BREC.
h. Equipment Safety Requirements
   a. All equipment shall be operated in compliance with the manufacturer's recommended safety guidelines.
   b. All equipment operators shall be properly trained in the safe operation of their equipment and shall be personally responsible for their individual and co-worker safety, as well as the safety of public passers-by, park patrons, park employees, and vehicular traffic.
   c. All equipment used for mowing must be in good condition and perform as specified by the manufacturer.
i. Non-Turf Areas
   a. Parking Lots
      i. All paved parking spaces must have any debris and undesirable vegetation removed during each service cycle.
      ii. All grass or weeds growing in cracks of paved parking lots must be eliminated either by mechanical or chemical means.
      iii. All trash in parking lots must be removed and disposed of in on-site BREC trash receptacles (See Section 2.c. Litter Control).
   b. Walkways/ Sidewalks
      i. Any vegetation growing in cracks of concrete surfaces must be removed during each service.
   c. Any other park features, including, but not limited to pavilions, storage sheds, fences, and gravesites must have all debris and weeds removed during each service.
j. Vehicle and Equipment Access
   a. Vehicles and trailers are prohibited from entering park grounds at all times. They must remain on designated drives and parking areas. If a parking lot is not available, vehicles must be parked near the site in a safe manner and in accordance with all local laws and ordinances during each service.
   b. Only mowing and grounds maintenance equipment are allowed to enter park grounds.
   c. Contractor will be responsible for any damage to park property caused by Contractor’s vehicles, trailers or equipment.
   d. Contractor will be given a key(s) to access entry gates in each park under contract. It is the Contractor’s responsibility to ensure that access gates are locked after the completion of each service cycle.
I. If the access gate is not able to be locked for any reason, the BREC Point-of-Contact shall be notified immediately upon discovery, and it should be noted on the Service Completion Notification following the service.

k. **Damage Liabilities**
   a. Contractor shall be responsible for the repair of any damage caused by Contractor’s employees and/or equipment to any areas including, but not limited to, gravesites, fences, rails, gates, playground equipment, concrete paths, parking areas, curbs, sod areas, plants, flower beds, trees, or any other park feature.
   b. All damaged items caused by the Contractor must be restored back to their condition prior to the damage occurrence at the expense of the Contractor.
   c. No equipment or property of Contractor shall be left on BREC property overnight.
   d. BREC shall not be liable for any vandalism, theft, or damage caused to Contractor’s equipment while on BREC property.

3 **Notifications and Inspections**
   a. Contractor must have an active email address in order to receive and send information regarding Service Completion Notifications.
   b. Contractor shall notify BREC Point-of-Contact by sending a Service Completion Notification within twenty-four (24) hours after each service cycle is complete.
      i. Failure to submit Service Completion Notifications may result in a delay or forfeiture of payment for that service cycle.
      ii. Consistent failure to submit Service Completion Notifications may result in the termination of the contract.
   c. BREC shall inspect mowing locations to verify the quality and quantity of work performed upon receiving a Service Completion Notification from the Contractor.
   d. BREC shall notify the Contractor of any substandard performance within Forty-eight (48) hours from the receipt of a Service Completion Notification, excluding weekends or holidays recognized by BREC.
   e. Contractor shall resolve any incomplete or substandard conditions within forty-eight (48) hours of notification from BREC.
   f. Failure to complete a service cycle and/or resolve any issues of substandard performance within forty-eight (48) hours may result in a 20% reduction in payment for the service cycle.
      i. Consistent instances of substandard performance may result in the termination of this contract.
   g. If no notification is received from BREC, within the specified timeframe following BREC’s receipt of a Service Completion Notification from the Contractor, the Contractor shall assume that the service cycle was acceptable.
Sealed proposals will be received until December 15, 2022 at 11:00 AM., Local Time by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, La 70806 Immediately after 11:00 AM of the same day and date, proposals will be publicly opened.

PROPOSAL OF ________________________________

ADDRESS ______________________________________________________________

DATE ____________________________________________________________________

BREC
Finance Director
6201 Florida Blvd
Baton Rouge, LA 70806

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

Grounds Maintenance Services – BREC Parks

as set forth in the following Contract Documents:

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about **January 1, 2023**, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

____________________
(SIGNATURE)

____________________
(Typed Name and Title)

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

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

BEFORE ME, the undersigned authority, 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:

Grounds Maintenance Services – BREC Parks

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
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 ________________________________
and domiciled in __________________ was held this ______ day ________
2018 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 ________ 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
## Grounds Maintenance Services Pricing Sheet

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<tr>
<td>Leo and Murlin Willie Park</td>
<td>20</td>
<td>36</td>
</tr>
<tr>
<td>Park</td>
<td>Group</td>
<td>Hours</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------</td>
<td>-------</td>
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<tr>
<td>Longridge Park</td>
<td>20</td>
<td>36</td>
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<tr>
<td>Parklawn Park</td>
<td>20</td>
<td>36</td>
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</tbody>
</table>

**Group 20 Total**

<table>
<thead>
<tr>
<th>Park</th>
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<tbody>
<tr>
<td>Cedarcrest Park</td>
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<td>Drusilla Park</td>
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<td>Jefferson Hwy. Park</td>
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<td>Old Hammond Park</td>
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<td>Parkview Park</td>
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<td>Sharp Rd. Park</td>
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</table>

**Group 21 Total**
<table>
<thead>
<tr>
<th>Park Name</th>
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<tr>
<td>Liberty Lagoon</td>
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<td><strong>Group 22 Total</strong></td>
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<tr>
<td>Magnolia Mound Plantation</td>
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<td><strong>Group 23 Total</strong></td>
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<tr>
<td>Magnolia Mound Cemetery</td>
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<td><strong>Group 24 Total</strong></td>
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<td>Farr Park Horse Activity Center</td>
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<tr>
<td><strong>Group 25 Total</strong></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Insurance Requirements for Grounds Maintenance Services – BREC Parks

CONTRACTOR’S INSURANCE: Contractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Contractor 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.

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


D. BREC, must be named as additional insured on all general liability policies described above.

E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Contractor.

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

NOTE TO PROPOSERS:

1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.

2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.
Attachment E
Sample Contract for Grounds Maintenance Services – BREC Parks

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 “Contractor ( Service Provider/Contractor, whichever is applicable, may be substituted)”.  

Contractor shall provide consulting services as described herein for …

Contractor agrees to proceed, upon written notice of the Director of Park Operations, 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 Contractor 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 Contractor for this project shall be as follows: See Attachment A.

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) contractor 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 Contractor 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 Contractor or their representatives at conferences and public hearings, are to be furnished at the expense of Contractor.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Contractor without charge all information which it has in its files which may be useful to the Contractor in carrying out this work, as well as assistance in securing data from others to the extent available. BREC shall provide ______ (define BREC responsibilities here) when/where necessary, to perform the work.
COMPENSATION AND PAYMENT: BREC shall pay and Contractor agrees to accept compensation for the services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Invoices for work completed to date may be submitted by Contractor, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval. (See Section 1.34)

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

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

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

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

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

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

BREC may terminate this Agreement at any time by giving ___ days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from BREC during the three-year period, and neither party shall have any further obligation to the other party.
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 his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

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

COMPLIANCE WITH APPLICABLE LAWS: Contractor 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. Contractor 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 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 insurers 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: Contractor 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 Contractor further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Contractor shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Contractor is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.
CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, gender orientation, sex, sexual, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Contractor shall comply with the Federal Requirements. Contractor 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 Contractor’s cost.

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

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

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

All financial, statistical, personal, technical and other data and information relating to BREC’s operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor'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 Contractor 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 Contractor’s possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

The Request for Proposals (RFP), dated ____________, and the Contractor'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 Contractor'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 Contractor'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 Contractor have executed this contract effective as of the date first written above.

WITNESSES: FOR THE

____________________________

RECREATION AND PARK COMMISSION

PARISH OF EAST BATON ROUGE

By____________________________

Title____________________________

Contractor

By____________________________

Title____________________________

Typed Name and Title

SC5 of 5
# ACH Vendor Payment Authorization Agreement

**PLEASE TYPE or PRINT LEGIBLY**

<table>
<thead>
<tr>
<th>NEW</th>
<th>REVISION</th>
</tr>
</thead>
</table>

I authorize the Recreation and Park Commission for the Parishes of East Baton Rouge (BREC) to deposit payment for services rendered or goods provided directly into my account at the financial institution listed below. If BREC erroneously deposits funds into said account, I authorize BREC and the financial institution to initiate the transaction(s) necessary to correct the error. This authorization will remain in effect until BREC has received written notification from me of my termination and BREC has had reasonable opportunity to act upon it.

**Name of the Vendor/Payee**

**Financial Institution Name**

**Vendor/Payee Address**

**Financial Institution Address**

**City** | **State** | **Zip Code**
---|---|---

**City** | **State** | **Zip Code**
---|---|---

**Vendor/Payee E-mail for Vendor Accounts Receivable Dept.**

**Financial Institution Representative Name**

**Title**

**Last four (4) digits of Social Security Number**

**OR**

**Last four (4) digits of Tax Identification Number**

**Financial Institution Telephone Number**

**Financial Institution Routing Number**

**Vendor/Payee Contact Name**

**Financial Institution Representative Name**

**Contact Telephone Number**

**Contact Fax Number**

**Account Number**

**Checking** | **Savings**
---|---

In the future, BREC may implement a system whereby purchase orders are sent to vendors via EMAIL. Please provide an email address where BREC may send future purchase orders below:

**Email Address**

**Is the financial institution indicated above outside the United States?**

Yes | No
---|---

**Print Name and Title of Payee Authorized Official**

**Payee Authorized Signature**

**Date**

**Vendor ID #**

**Purchasing Initials**

**Accounts Payable Initials**

---

**IMPORTANT:**

Please attach a voided check, drawn on the account listed above, to page 2 of this form and make sure the account number & routing number on the check match the form above. Please return both pages of this completed form to us via email at: Vendors@BREC.org
IMPORTANT:
Please attach a voided check below and make sure that the account number & routing number on the check match page 1 of this form.

Please return both pages of this completed form to us via email at: Vendors@BREC.org
FAQ's

Here are some frequently asked questions and answers:

Q. What is ACH Vendor Payment?

A. The ACH Vendor Payment is a system that deposits payment for goods and/or services that you have sold to the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) directly into your account at any financial institution that is a member of the Automated Clearing House (ACH) Network.

Q. Who is eligible for ACH Vendor Payment?

A. All vendors that provide goods and/or services to BREC who are now being paid by check through BREC’s Accounts Payable Department.

Q. What steps should I take to ensure my payments are deposited in my account?

A. Verify with your financial institution that the routing number used for wires into your account is the same as indicated on your check. If it is not the same, please obtain and provide the correct routing number from your financial institution.

Q. When will my payment be deposited in my account?

A. Your payment will be deposited into your account based on the settlement date referenced on your direct deposit advice e-mail.

Q. Is my payment safe?

A. Billions of ACH transactions are transmitted successfully across the country. This could not be done without numerous checks and balances built into the system. NACHA manages the development, administration, and governance of the ACH Network. You may learn more at www.nacha.org.

Q. What do I do if for some reason my payment is not deposited into my account?

A. One of the advantages of the ACH Network is that all transactions are traceable. Simply contact the Accounts Payable Supervisor at (225) 273-9200, and ask that your payment be traced, starting with the originating financial institution.

Q. After I apply for ACH Vendor Payment, how soon can I expect to participate?

A. The target implementation date for changing over to ACH Vendor Payment is December 31, 2012. Beyond this date, most payments made by BREC to its vendors will be made via ACH transaction. However, as BREC transitions from the old “paper” method of paying vendors via ACH Vendor Payment, some vendors may begin to receive their payments via ACH transaction before December 31, 2012. In all cases, before a vendor receives their first payment via ACH transaction, they will receive an e-mail notifying them of the upcoming deposit.

Q. What happens if I change financial institutions and/or accounts?

A. In the event that you change financial institutions, or account numbers within the same financial institution, simply provide a new ACH Vendor Payment Authorization Agreement and a voided check, and mark the “Revision” box at the top. Until your account change has been completed, you may receive your payment by mail. It is the vendor’s responsibility to advise BREC of any changes and to do so in a timely manner. BREC requires fifteen (15) working days to process changes.

Q. What if I want my payment to be forwarded to a financial institution outside the United States?

A. If you receive payments via direct deposit which are forwarded from a U.S. financial institution to a financial institution outside the U.S., please indicate “YES” to the ACH Vendor Authorization Agreement form and contact the Accounts Payable Supervisor at (225) 273-9200.

Q. BREC will transmit payment information AND invoice information (in the form of “vendor” information) to the vendor’s bank. What happens if my bank statement does not break down the levies paid by BREC?

A. Tell your bank that you will be receiving payments via ACH and that BREC will be including additional information with our payment in the CCD file format.

Q. What do I need to do?

A. Just follow these simple steps:

- Complete the ACH Vendor Payment Authorization Agreement.
- Attach a voided check which clearly shows:
  - the bank account holder’s name
  - account number
  - financial institution’s name
  - routing number
- Send the signed agreement and voided check to:

   Accounts Payable
   BREC
   PO Box 3539
   Baton Rouge, LA 70821

If you have any questions about ACH Vendor Payment, please contact the Accounts Payable Supervisor at:
(225) 273-9200

FIN-A-0001 [Last Revised 08/2015]
Attachment G

2023 - 2026 Mowing Schedule:

January: 1 service cycle (to be done mid-month)
February: 1 service cycle (to be done mid-month)
March: 3 service cycles (to be done the beginning, middle and end of month)
April: 4 service cycles (one service per week)
May: 4 service cycles (one service per week)
June: 4 service cycles (one service per week)
July: 4 service cycles (one service per week)
August: 5 service cycles (one service per week)
September: 4 service cycles (one service per week)
October: 3 service cycles (to be done the beginning, middle and end of month)
November: 2 service cycles (to be done the beginning and end of month)
December: 1 service cycle (to be done mid-month)

36 Total Service Cycles
**Attachment G1**

**Woodlawn Acres Cricket Field Mowing Time Schedule**
*(Mowing frequency shall follow schedule on Attachment G)*

Woodlawn Acres Cricket Field map mowing area – This area of Woodlawn Acres Park is highlighted and is to be mowed at the height of 1 – 1.5” height of cut.

<table>
<thead>
<tr>
<th>Month</th>
<th>Available Mowing Times</th>
<th>Mowing Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>February</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>March</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>April</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>May</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>June</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>July</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>August</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>September</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>October</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>November</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
<tr>
<td>December</td>
<td>7am – 7pm</td>
<td>Wednesday, Thursday, or Friday</td>
</tr>
</tbody>
</table>
Group 18 – Woodlawn Acres Cricket Field

Additional Service Requirements

1. **Chemicals**
   a. No chemicals should be used unless cleared by BREC Park Operations Manager, Assistant Director, and or Director, any deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

4. **Mowing, trimming, and blowing**
   a. Contractor will mow the cricket pitch area at a mowing height not to exceed 1.5” over the entire pitch area.
   b. Contractor must remove any excess trimmings over the entire cricket pitch area that will interfere with the play of the site.
   c. Contractor must notify BREC Park Operations Manager, Assistant Director, and or Director if the site will not be serviced on the agreed upon day of the week of Thursday or Friday.
   d. The contractor must avoid the entire section of the cricket pitch area if any of the mowing area is saturated.
## 2023-2026 Liberty Lagoon Mowing Time Schedule
*(Mowing frequency shall follow schedule on Attachment G)*

<table>
<thead>
<tr>
<th>Month</th>
<th>Available Mowing Times</th>
<th>Mowing Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>February</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>March</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>April</td>
<td>7am – 4pm</td>
<td>Monday – Friday</td>
</tr>
<tr>
<td>May</td>
<td>7am – 4pm</td>
<td>Monday – Thursday (preferable), Friday</td>
</tr>
<tr>
<td>June</td>
<td>6am – 8am 6am – 10am</td>
<td>Monday – Thursday (Preferable), Fridays</td>
</tr>
<tr>
<td></td>
<td>7am – 9am</td>
<td>Saturdays</td>
</tr>
<tr>
<td>July</td>
<td>6am – 8am 6am – 10am</td>
<td>Monday – Thursday (Preferable), Fridays</td>
</tr>
<tr>
<td></td>
<td>7am – 9am</td>
<td>Saturdays</td>
</tr>
<tr>
<td>August</td>
<td>6am – 8am 6am – 10am</td>
<td>Monday – Thursday (Preferable), Fridays</td>
</tr>
<tr>
<td></td>
<td>7am – 9am</td>
<td>Saturdays</td>
</tr>
<tr>
<td>September</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>October</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>November</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
<tr>
<td>December</td>
<td>7am – 4pm</td>
<td>Monday – Saturday</td>
</tr>
</tbody>
</table>
1. **Chemicals**
   a. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

5. **Property Access**
   a. Contractor must access facility without BREC Aquatic Staff present.
   b. Contractor must notify BREC Aquatic Manager via email 24-48 hours prior to each mowing service.
   c. Two (2) sets of keys will be issued to the Contractor Owner/Manager and on-site Supervisor.
   d. In the instance of lost keys, Contractor will be responsible for changing lock(s), replacing all keys for BREC Aquatic Staff and Contractors keys at the Contractors expense within 24 hours.
**Group 23 - Magnolia Mound Mowing Time Schedule**  
(Mowing frequency shall follow schedule on Attachment G)

<table>
<thead>
<tr>
<th>Month</th>
<th>Available Mowing Times</th>
<th>Mowing Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>7:30am – 5pm</td>
<td>Monday or Friday</td>
</tr>
<tr>
<td>February</td>
<td>7:30am – 5pm</td>
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<td>March</td>
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<td>August</td>
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<td>October</td>
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<tr>
<td>November</td>
<td>7:30am – 5pm</td>
<td>Monday or Friday</td>
</tr>
<tr>
<td>December</td>
<td>7:30am – 5pm</td>
<td>Monday or Friday</td>
</tr>
</tbody>
</table>
Group 23 – Magnolia Mound
Additional Service Requirements

1. **Chemicals**
   a. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

2. **Mowing, trimming, edging, and blowing**
   a. Contractor must provide minimum 24-hour notice prior to each scheduled service by email to the Magnolia Mound Manager.
   b. Contractor will not trim (weed eat) trees, wooden fences, and or buildings.
   c. Contractor must stop all motors/activity in the proximity of guided tours and visitors.
      i. Wait for tours and visitors to pass or move to an unoccupied of the property.
Group 24 - Magnolia Cemetery Mowing Time Schedule
(Mowing frequency shall follow schedule on Attachment G)

<table>
<thead>
<tr>
<th>Month</th>
<th>Available Mowing Times</th>
<th>Mowing Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>630am – 5pm</td>
<td>Monday – Sunday</td>
</tr>
<tr>
<td>February</td>
<td>630am – 5pm</td>
<td>Monday – Sunday</td>
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<tr>
<td>March</td>
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<tr>
<td>December</td>
<td>630am – 5pm</td>
<td>Monday – Sunday</td>
</tr>
</tbody>
</table>
Group 24 – Magnolia Cemetery

Additional Service Requirements

1. Chemicals
   a. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.
   b. Mowing, trimming, edging, and blowing
      a. Contractor will be notified of preferred service dates and times prior to special events in Magnolia Mound Cemetery. For Example, Battle of Baton Rouge Reenactment that typically is scheduled for early August.
      b. Contractor must be aware of visitors in the cemetery.
         i. Stop all motors/activity in the proximity of visitors.
         ii. Contractor must avoid entire section if mowing services are scheduled at the same time as a Memorial Service.

Park Operations Manager, Assistant Director, and or Director will notify Contractor Representative of Memorial Services as soon as possible when notified.
**Group 25 - Farr Horse Activity Center Mowing Time Schedule**  
*(Mowing frequency shall follow schedule on Attachment G)*

<table>
<thead>
<tr>
<th>Month</th>
<th>Available Mowing Times</th>
<th>Mowing Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
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<td>Monday – Friday</td>
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<tr>
<td>February</td>
<td>6:30 am – 3:00 pm</td>
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<tr>
<td>December</td>
<td>6:30 am – 3:00 pm</td>
<td>Monday – Friday</td>
</tr>
</tbody>
</table>
Group 25 – Farr Horse Activity Center
Additional Service Requirements

1. Chemicals
   a. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product / service stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.
   b. Chemicals cannot be applied without prior approval of Horse Activity Center Manager.
      i. Email between Contractor and Horse Activity Center Manager must be final form of communication with or without approval.
      ii. Contractor must provide minimum 48-hour notice prior to application by email to the Horse Activity Center Manager.

2. Mowing, trimming, edging, and blowing
   a. Contractor must provide minimum 24-hour notice prior to each scheduled service by email to Horse Activity Center Manager.
   b. Contractor must be aware of horses and horseback riders throughout the property.
      i. Stop all motors/activity in the proximity of horseback riders. Contractor must wait to make eye contact as to proceed or wait until rider has passed.
   c. Contractor may not start servicing RV Park area until after 8am.
      i. Contractor will not service an occupied RV site and the RV sites on either side of the occupied site.
      ii. Chemical growth regulator may be applied prior to long periods of schedules reservations of sites, rows, and or the entire RV site as needed to maintain well-manicured sites. For example, during LSU Football/Baseball Home Games.
Attachment G-2 Plot Maps for BREC Parks

Group 1

3451 39th Street, Zachary, LA 70791
Beaver Creek Park 1100 E Plains- Port Hudson Road, Zachary, LA 70791
Church Street Park
3210 Church Street, Zachary, LA 70791
Ligon Road Park 21600 Ligon Road, Baton Rouge, LA 70791
Little Farms Park 3754 Little Farms Drive, Zachary, LA 70791
Rita Street Park Newell Street at Rita Street, Zachary, LA 70791
Group 2

Droze Road Park 7700 Droze Road, Central, LA 70739
Greenwell Springs Park 7550 Shady Park Drive, Central, LA 70739
Palomino Park 14100 Palomino Drive, Central, LA 70739
Railey Roshto Park 11601 Norway Pine, Central, LA 70739
Group 3

Baywood Park 2001 Pride-Baywood Road, Baton Rouge, LA 70770
Group 4

Duchess Drive Park 1701 Duchess Drive, Baton Rouge, LA 70814
Fiesta Park 1000 Fiesta Court, Baton Rouge, LA 70815
Tams Drive Park 11600 Tams Drive, Baton Rouge, LA 70815
Group 5

Brown Heights Park

Plank Rd.  Baton Rouge, LA 70714
Cohn Nature Preserve 11332 Foster Road, Baton Rouge, LA 70811
Comite River Park 8900 Hooper Road, Baton Rouge, LA 70818
Hooper Addition Park Gov. Blanchard Drive, Baton Rouge, LA 70811
Samuel D’Agostino Park 10300 El Scott Avenue, Baton Rouge, LA 70811
T. D. Bickham Jr. Park 6850 Petit Road, Baker, Baton Rouge, LA 70814
James Watson Park 10800 Foster Road, Baton Rouge, LA 70811
Group 6

North Baton Rouge Center 1 of 2 2013 Central Road, Baton Rouge, LA 70807
Scotlandville Park @ Central Road

I-110 @ Scenic Hwy.
Scotlandville Park @ Emile Street

Harding Blvd. @ I-110
Scotlandville Park @ Fletcher Williams 1 of 2 I-110 @ Fletcher Williams Road
Scotlandville Park @ Fletcher Williams 2 of 2 I-110 @ Fletcher Williams Road
Scotlandville Park @ Progress Road

I-110 @ Progress Rd.
Scotlandville Park @ Scenic Highway 2 of 2
Scotlandville Park @ Success St.

Hwy 19 @ I 110
Chamberlain Avenue Park 16900 Chamberlain Avenue, Baton Rouge, LA 70714
Harding Street Park

4037 Harding Street Baker, LA  70714
Jefferson Street Park 3503 Jefferson Street, Baker, LA 70714
South Magnolia Park 2409 South Magnolia, Baker, LA 70714
Group 8

Cadillac Street Park 6117 Cadillac Street, Baton Rouge, LA 70811
Fortune Addition 5900 Peerless Street, Baton Rouge, LA 70811
Maplewood Park, 8200 Maplewood Drive, Baton Rouge, LA 70812
Rio Drive Park 6900 Rio Drive, Baton Rouge, LA 70812
Group 9

Acadian Thruway Park North Acadian Thruway, Baton Rouge, LA 70802
Belfair Park 3490 Fairfields Avenue, Baton Rouge, LA 70802
Dayton Street Park Dayton Street @ I-110 Baton Rouge, LA 70805
Kerr Warren Park

4100 Geronimo  Baton Rouge, LA 70805
Tuscarora Park 4200 Tuscarora Street, Baton Rouge, LA 70805
Group 10

Bird Station Park 2623 Michelli Street, Baton Rouge, LA 70805
Evangeline Park 4201 Evangeline Street, Baton Rouge, LA 70805
Longfellow Park, 5201 Longfellow Drive, Baton Rouge, LA 70805
Dover Street Park 7300 Dover Street, Baton Rouge, LA 70812
Lanier Drive Park 3901 Lanier Drive, Baton Rouge, LA 70811
Group 11

Clifford T. Seymour Park

Highway 19 Baton Rouge, LA 70807
Cunard Street Park 2290 Cunard Avenue, Baton Rouge, LA 70807
Lebrent Avenue Park

6401 Lebrent Ave Baker, LA 70714
Mills Avenue Park 424 Woodpecker Street, Baton Rouge, LA 70807
Group 12

Ben Burge Park 9350 Antigua Drive, Baton Rouge, LA 70810
College Town Park 201 Amherst Avenue, Baton Rouge, LA 70808
Congress Park

Congress Blvd. Baton Rouge, LA 70808
Edward Avenue Park 2900n Edwards Avenue, Baton Rouge, LA 70808
Leeward Drive Park 4800 Menlo Drive, Baton Rouge, LA 70810
Milford Wampold Memorial Park 901 Stanford Avenue, Baton Rouge, LA 70808
Narin Drive Park 2800 Narin Drive, Baton Rouge, LA 70808
Group 13

48th Street Park 628 North 48th Street, Baton Rouge, LA 70802
Fairfax Park 5300 South Afton Parkway, Baton Rouge, LA 70806
Gus Young Park 4200 Gus Young Avenue, Baton Rouge, LA 70802
Mary J. Lands (Progress) Park 802 N. 30th Street, Baton Rouge, LA 70802
Group 14

7th Street Park Seventh Street, Baton Rouge, LA 70802
Convention Street Park 717 Convention Street, Baton Rouge, LA 70802
Madison Avenue Park 1820 Madison Avenue, Baton Rouge, LA 70802
North 14th Street Park
100 North 14th Street, Baton Rouge, LA 70802
North Blvd. Park 1640 North Boulevard, Baton Rouge, LA 70802
Pawnee Street Park 2100 Scenic Highway, Baton Rouge, LA 70805
Spain Street Park 2101 Spain Street, Baton Rouge, LA 70806
Spanish Town Park 1300 Spanish Town Road, Baton Rouge, LA 70802
Group 15

Alaska Street Park 3014 Alaska Street, Baton Rouge, LA 70802
Corporate Park 333 East Grant Street, Baton Rouge, LA 70808
East Polk Street Park 1700 East Polk Street, Baton Rouge, LA 70802
Roosevelt Street Park 1011 West Roosevelt Street, Baton Rouge, LA 70802
Group 16

Blueberry Street Park 1870 North Ardenwood, Baton Rouge, LA 70806
Saia Park 855 North Donmoor Avenue, Baton Rouge, LA 70815
Webb Park 1351 Country Club Drive, Baton Rouge, LA 70805
Group 17

Gentilly Court Park 1443 Gentilly Court, Baton Rouge, LA 70810
Meadow Park 8300 Meadow Park Drive, Baton Rouge, LA 70810
Ward Creek Trail Ward Creek Greenway/Red Lobster to The Grove
Group 18

Barringer Road Park 7401 Barringer Road, Baton Rouge, LA 70817
Brookfield Avenue Park 17650 Brookfield Avenue, Baton Rouge, LA 70817
Louisiana Park 6998 Antioch Road, Baton Rouge, LA 70817
Woodlawn Acres Park 16600 Woodlawn Acres Avenue, Baton Rouge, LA 70817
Woodlawn Acres Cricket Field 16600 Woodlawn Acres Avenue, Baton Rouge, LA 70817
Woodlawn Walking Trail Park 14939 Tiger Bend Road, Baton Rouge, LA 70817
Group 19

Lafitte Hills Park 628 Jean Lafitte Avenue, Baton Rouge, LA 70810
Mary Ruth Park 8808 Mary Ruth Avenue, Baton Rouge, LA 70810
Mayfair Park 655 S. Sabine Drive, Baton Rouge, LA 70810
Rue LeBoeuf Park

Rue Leboeuf    Baton Rouge, LA 70810
Santa Maria Park 18460 Santa Maria Parkway, Baton Rouge, LA 70817
Group 20

Boulevard de Province Park Boulevard de Province, Baton Rouge, LA 70816
Camelot Park 3166 Lancelot Drive, Baton Rouge, LA 70816
Leo & Murlin Willie Park Stumberg Lane, Baton Rouge, LA 70816
Parklawn Park 12248 Parklawn Avenue, Baton Rouge, LA 70816
Group 21

Cedarcrest Park 2490 Silverest Avenue, Baton Rouge, LA 70816
Drusilla Lane Park 2546 Drusilla Lane, Baton Rouge, LA 70809
Jefferson Highway Park 8133 Jefferson Highway, Baton Rouge, LA 70809
Old Hammond Park 8900 Old Hammond Highway, Baton Rouge, LA 70806
Parkview Park 9000 North Parkview Drive, Baton Rouge, LA 70815
Sharp Road Park 501 Sharp Road, Baton Rouge, LA 70815
Group 22

Liberty Lagoon

111 Lobdell Blvd. Baton Rouge, LA 70806
Magnolia Mound Plantation
2161 Nicholson Drive Baton Rouge, LA
Group 24

Magnolia Cemetery

422 North 19th St. Baton Rouge, LA 70802
Group 25

Farr Park Horse Activity Center 6402 River Road, Baton Rouge, LA 70820
Notification of Service

The following link will be used to submit your Notification of Service to BREC after each park has been completed:  Company Name Notification of Services

Below is an example of what the service notification screen looks like.

1. Enter the date of service or click on the calendar icon on the right for a pop-up calendar.
2. Select the park that was serviced (You may only select one park at a time).
3. Enter any comments if needed.  This box can be used to notify BREC of any issues with service (areas that were too wet to cut, if the park was not able to be cut at all that week, vandalism, excessive trash in the park, etc.)

These notifications will be automatically sent to the proper BREC representative(s), who will be responsible for inspecting services at each park.  Per the terms of RFP #217, BREC staff will perform inspections of services.

If BREC staff finds any unsatisfactory conditions, the contractors authorized point-of-contact will be notified of this condition via email, which will include the park and description(s) of any items that need to be corrected.  The Contractor must correct these items within the time period specified in RFP #217, to avoid a payment penalty for that service.  Once corrections have been made for any issues, the contractor must submit another service notification upon completion, which will prompt BREC staff to
1. Date of Service *

Please input date in format of M/dd/yyyy

2. Select Park(s) Serviced *

- Droze Road Park (2)
- Greenwell Springs Park (2)
- Hamilton Park (2)
- Kolby Park (2)
- Palomino Park (2)
- Railey Roshto Park (2)
- Yataki ParkOption (2)
- Baywood Park (3)
- Pride Park (3)
- Reames Road Park (3)

3. Comments

Enter your answer

Submit