



**PURCHASING DEPARTMENT
THE RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE**

**Seal Bid#: 1788
Annual Plaque and Trophy Contract
File#: G-01007**

BIDS/PROPOSALS WILL BE RECEIVED BY THE PURCHASING DEPARTMENT,
RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE
6201 FLORIDA BLVD
BATON ROUGE, LOUISIANA 70806

Please read Standard Terms and Conditions for Bids/ Instructions to bidders carefully!

Bids/Proposals will be accepted until: June 12, 2020 @ 11:00 a.m. (CT)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge
May 27, 2020 & June 3, 2020

THIS IS THE BID/PROPOSAL OF:

Company: _____

Submitted by: _____ Title: _____

Address: _____

Telephone Number _____

Date _____

IMPORTANT: A cashier's check, certified check, or bid bond equal to 5% of the total amount of the bid **is not** required.

NOTE: ALL PAGES OF BID DOCUMENT MUST BE RETURNED

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge	BID DUE DATE & TIME Date: June 18, 2020 11:00 A.M. CST
TITLE: Sealed Bid 1788 Annual Plaque and Trophy Contract		RETURN BID TO: PURCHASING DEPARTMENT RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE (BREC) 6201 Florida Blvd Baton Rouge, LA 70806 <hr/> Inquiries to be directed to: Richard Terrell Telephone – 225-272-9200, Ext. 1422 Fax – 225-273-6406 Email: Richard.Terrell@brec.org
File No: G-01007		
Ad Dates: May 27, 2020 & June 3, 2020		
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE No.	FAX No.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	

ENUMERATE ADDENDA RECEIVED (if any) _____

DELIVERY _____ DAYS MAXIMUM AFTER RECEIPT OF ORDER.

F.O.B.: DESTINATION - TERMS: NET 30 - DELIVERY DATE DESIRED: 10 DAYS ARO

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The above signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

Price Sheet

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE
1.	First Place Individual Trophies *See Specs on Page 5.	MIN 117	
2.	Second Place Individual Trophies 3 *See Specs on Page 5.	MIN 93	
3.	First Place Adult Team Trophies *See Specs on Page 6.	MIN 30	
4.	Second Place Adult Team Trophies *See Specs on Page 6.	MIN 30	
5.	First Place Junior Team Trophies *See Specs on Page 7.	MIN 59	
6.	Second Place Junior Team Trophies *See Specs on Page 7.	MIN 140	
7.	Individual Plaques *See Specs on Page 8.	MIN 50	
8.	Individual Plaques *See Specs on Page 8.	MIN 125	
9.	Team Plaques – 1 st Place Individual Plaques *See Specs on Page 8.	MIN 40	
10.	Team Plaques – 2 nd Place Individual Plaques *See Specs on Page 8.	MIN 40	

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE
11.	Plates *See Specs on Page 8.	MIN 20	
12.	Medals *See Specs on Page 8.	MIN 802	
13.	Rising Star Award - Arrow Glass w/Blue Aluminum base - 10.5" x 6.75" - Model GL58 Or Equal Specify Brand/Model No.:_____	MIN 11	
14.	Employee of the Year - Eagle on Rock, Eagle is bronze cast sculpture - 9.75" w/4" x 6" glass - Model RFB806 Or Equal Specify Brand/Model No.:_____	MIN 11	
15.	Light Bulb Award - Crystal - 8" x 2.5" - Model CRY25 Or Equal Specify Brand/Model No.:_____	MIN 11	
16.	On the Spot Award - Stacked Blocks Art Glass on Square Base - 9 1/4" - Model AGS08 Or Equal Specify Brand/Model No.:_____	MIN 11	
17.	Superintendent's Award No. 1 - Crystal Diamond on Pedestal Base - Base Color: Clear or Black (Optional) - 3.75" x 3.5" x 3" Model CRY1433MC Or Equal Specify Brand/Model No.:_____	MIN 11	
18.	Superintendent's Award No. 2 - Crystal Diamond on Crystal Pedestal Base - Base Color: Clear or Black (Optional) - 3.75" x 7.75" x 2.75" Model CRY1459MC Or Equal Specify Brand/Model No.:_____	MIN 11	
19.	Superintendent's Award No. 3 - Clear Crystal Diamond - 2 1/2" / 4" Diameter Model CRY108 Or Equal Specify Brand/Model No.:_____	MIN 11	
20.	Superintendent's Award No. 4 - Clear Round Crystal on Clear Diamond Base - 7" x 7.5" x 3.25" Model CRY056L Or Equal Specify Brand/Model No.:_____	MIN 11	
21.	Image Award of Excellence – Glass Octagon with Base - 7.5" x 8.5" Model GL122 Or Equal Specify Brand/Model No.:_____	MIN 11	

ITEM #	SPECIFICATIONS
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1. **FIRST PLACE INDIVIDUAL TROPHIES** MIN 117

Minimum Specifications follows:

- 2 1/2" x 7 1/2" three (3) Hole staggered Alamar Base.
- PDU or equal trim year (*) and BREC's CURRENT EMBLEM OR EQUAL SIZE.
- Artwork – 2" BREC Mylar mounted on Freeman 8858 Mylar Holder
- Trim – 2004 Stack Year
(Silver or Gold color optional)
- 2" x 3" top Alamar one (1) hole lid.
- 6" x 2 1/2" three (3) piece vinyl cover
(**Color optional) or 6" Freeman 1600 Vortex Column.
- 6" minimum riser with embossed 1st place or
4" OVAL Flame Riser Freeman 8863 Mylar Holder
(Sports, **color and style optional)
- Figures needed: Basketball, Football, Golf, Softball, Tennis, Tee Ball, and Baseball,
Kick ball and Volleyball.
- Total Height 17"

**List color choices of trophies: _____
Minimum of 6 colors required

2. **SECOND PLACE INDIVIDUAL TROPHIES** MIN 93

- Same as item 1 except substitute following:
- 5" minimum x 2 1/2" three (3) piece vinyl cover or
(**Color optional) or 6" Freeman 1600 Vortex Column.
- Total Height 16"

**List color choices of trophies: _____
Minimum of 6 colors required

ITEM #	SPECIFICATIONS
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3. **FIRST PLACE ADULT TEAM TROPHIES** MIN 30

Minimum Specifications follows:

- 2 1/2" x 7" three (3) Hole staggered Alamar top.
 - 3" x 7 1/2" three (3) Hole staggered Alamar base.
 - PDU or equal trim year (*) with
BREC's CURRENT EMBLEM OR EQUAL SIZE TO YEAR TRIM.
 - Artwork – 2" BREC Mylar mounted on Freeman 8858 Mylar Holder
 - Two (2) 2004 Stack Year
(Silver or Gold color optional)
 - 2" x 3" top Alamar one (1) hole lid.
 - 5" cup (Silver or Gold optional)
 - One (1) 9" rectangular column Freeman 3602 or equal.
 - Two (2) 2" x 6" multi style round plastic column to be approved by BREC
or Freeman 3600 Column. (Design optional)
 - 5" minimum clear figure (sports, **color, style optional)
- See item #1. Total Height 29".

**List color choices of trophies: _____
Minimum of 6 colors required

4. **SECOND PLACE ADULT TEAM TROPHIES** MIN 30

- Same as item #3 except substitute following:
 - 5" plastic column
 - 8" rectangle column
- Total Height 27"

**List color choices of trophies: _____
Minimum of 6 colors required

ITEM #	SPECIFICATIONS
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5. **FIRST PLACE JUNIOR TEAM TROPHIES** MIN 59

Minimum Specifications follows:

- 3" x 7 1/2" three (3) Hole staggered Alamar base.
 - PDU or equal trim year (*) with
BREC's CURRENT EMBLEM OR EQUAL SIZE TO YEAR TRIM.
 - Artwork – 2" BREC Mylar mounted on Freeman 8858 Mylar Holder
 - One (1) 2004 Stack Year
(Silver or Gold color optional)
 - #52, 1 1/2" PDU or equal stem.
(Silver or Gold optional)
 - Two (2) 2" x 3" center hole Alamar lids.
 - 9"h x 3"w three (3) piece vinyl or plastic covered column, rectangle shaped
(**colors and shapes optional) or Freeman 3604 Column Rectangle
 - 5" minimum riser embossed with 1st place or
6" Oval Flame Riser with Freeman 8858 Mylar Holder
(Silver and Gold color optional)
 - 5" minimum PDU or equal figure (Sports, **color, style optional)
- See item #1. Total Height 49".

**List color choices of trophies: _____

Minimum of 6 colors required

6. **SECOND PLACE JUNIOR TEAM TROPHIES** MIN 140

- Same as item #5 except substitute following:
- 8" x 3" column

Total Height 23"

**List color choices of trophies: _____

Minimum of 6 colors required

ITEM #	SPECIFICATIONS
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7. **INDIVIDUAL PLAQUES** MIN 50

- 4" x 6" rectangular wooden veneer plaque with metal face plate suitable for sublimation in two colors. BREC will furnish a camera-ready BREC logo. Vendor will supply all other art work as needed.

8. **INDIVIDUAL PLAQUES** MIN 125

- 4" x 6" rectangular wooden veneer plaque with full color on unisub white metal. BREC will furnish a camera-ready BREC logo. Vendor will supply all other art work as needed.

9. **TEAM PLAQUES-1st PLACE INDIVIDUAL PLAQUES** MIN 40

- 9" x 12" rectangular wooden veneer plaque with metal face plate suitable for sublimation in two colors. BREC will furnish a camera-ready BREC. Vendor will supply all other art work as needed.

10. **TEAM PLAQUES-2nd PLACE INDIVIDUAL PLAQUES** MIN 40

- 8" x 10", all specs will be same as item #9.

11. **PLATES** MIN 20

- Additional Engraved Plates for trophies, if desired for purchase of plates separately

12. **MEDALS** MIN 802

- Medal with tennis figure/racquets with attached lanyard
- To be made of pewter metal at 1/8" thick (with motif reflecting non-specified sport such as: Basketball, Football, Golf, Softball, Tennis, Tee Ball and Baseball, Kick ball and Volleyball.)

****ALL ALAMAR BASES MUST BE THE SAME COLOR AND MATERIAL PER TROPHY****

Standard Terms and Conditions for Bids

INSTRUCTIONS TO BIDDERS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Bids may be delivered by hand, mail or courier service to our physical address: BREC, ATTN: PURCHASING OFFICE, 6201 Florida Blvd., Baton Rouge, LA 70806. BREC is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
2. Electronic (refer to 4. Below) OR Paper bids will be received until the stated bid opening time, by the BREC Finance Department/PURCHASING OFFICE, BREC Administration Building, 6201 Florida Boulevard, Baton Rouge, Louisiana. All electronic bids will be downloaded and publicly read aloud, along with all paper bids received, immediately after the bid closing in Room 1501 of the BREC Administration Building. Bidders or their authorized representatives are invited to be present. No bids will be received after the stated date and time.
3. Complete bid documents are provided at no cost in electronic format at www.bidexpress.com. Bidders may register and view complete bid documents and Instructions for Bidders at no cost. Questions about this procedure shall be directed to Bid Express Customer Service at support@bidexpress.com. Toll free phone: (888) 352-BIDX (2439), Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am - 6pm CST. See also <http://www.brec.org/assets/bidderinst.pdf> for instructions.
4. Electronic Bids must be submitted through www.bidexpress.com prior to the bidding deadline. Bidders utilizing the electronic bid process are responsible for confirming that all documents are properly submitted and received by Bid Express.
5. Paper bid forms must be submitted in a sealed, opaque envelope and endorsed with Vendor's Name, Bid Number and Title of the project being bid for BREC sites for Recreation and Park Commission for the Parish of East Baton Rouge. Bid form blanks must be duly filled in by the Bidder. **FAX Bids are not acceptable.** Bidders are cautioned not to attach any conditions or provisions to their bids. Any foreign conditions will render the bid invalid and may cause its rejection.
6. Bidders may attend the bid opening, but no information or opinions concerning the bid award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of bid opening. Access to information in completed files may be secured by visiting the Finance Department during normal business hours.
7. Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities and/or bid specifications herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected. Any bidder modifications to published terms and conditions of BREC bids may also cause bid to be rejected.

8. A Purchase Order or written contract is the **only** binding contract to be issued against this bid. Signing of vendor's forms is not allowed.
9. BREC reserves the right to cancel this contract with thirty (30) days' written notice.
10. The listed quantities 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 bid.
11. The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Commission to fulfill the requirements of the contract. If the Commission fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by any means, the contract shall terminate on the date of the end of the last fiscal year prior to the fiscal year for which funds are not appropriated.
12. **All bid prices must be typed or written in ink**, unless submitted electronically through our electronic bid system. Any corrections, erasures or other forms of alteration to unit prices should be **initialed** by the bidder.
13. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.
14. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. BREC's payment terms is Net 30. Invoices are to reference the purchase order or contract number issued for each delivery or service rendered, as this number will change on each request for product or service rendered. Invoices are to be emailed to: Accountspayable@brec.org
15. By signing the bid, the bidder certifies compliance with all Instructions to Bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. Other means of submittal is through our electronic bid system. (See #4).
16. Bidders proposing an equivalent brand or model should submit supporting documentation with the bid (such as illustrations, descriptive literature, etc.) sufficient for BREC to evaluate quality, suitability and compliance with the specifications, and to support the equivalent brand or model substitution proposed in your bid. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual product requested.
17. BREC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. Prices: Unless otherwise specified by BREC in the bid, bid prices must be complete, including transportation prepaid by bidder to destination and bid prices shall be firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than FOB Destination may be rejected.
19. Vendor is responsible for including all applicable taxes in the bid price. **BREC is exempt from all state and local sales and use taxes.**
20. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply, unless otherwise specified in the solicitation.

21. BREC reserves the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including, but not limited to, the following: a) Failure to deliver within the time specified in the contract; b) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; c) Misrepresentation by the contractor; d) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BREC; e) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; f) Any other breach of contract, with ten (10) days written notice.
22. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. **Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.**
24. BREC has authority to purchase goods through Louisiana State Contracts. BREC may avail itself to the lower of State Contract price or lowest bid for any goods available on State Contract.
25. Contract term: Where applicable, contract terms shall be for a period of 12 months or less. Upon mutual consent with BREC and contractor, we reserve the right to extend contracts for two (2) additional 12-month periods at the same prices, terms, and conditions. Contract is not to exceed thirty-six (36) months, unless stated otherwise within the bid specifications, terms or conditions attached hereto.
26. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.
27. BREC is an Equal Opportunity Employer. The Bidder is encouraged to utilize minority participation in this contract to the extent possible using small, disadvantaged and women-owned businesses as suppliers or subcontractors.
28. If bidding other than as specified, sufficient literature should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.
29. Vendor is to return **all** pages of bid.
30. **Purchase Order Numbers are required for all materials and supplies ordered by BREC. No order is to be accepted by a vendor unless a valid Purchase Order number is obtained by BREC employees prior to purchase request, and given to vendor. Invoices that do not have a valid Purchase Order Number listed on the invoice are not authorized purchases and will be returned to the vendor.**
31. In order to receive ACH payments, you must complete the attached ACH Vendor Payment Authorization Agreement form. Please return the completed form with bid packet or by emailing vendors@brec.org.
32. In accordance with the provisions of LA. 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.
33. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

34. Terms and Conditions: This bid contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this bid and governed by the laws of the State of Louisiana as required by Louisiana Law.
35. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly 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>.
36. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES___NO___If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim. Indicate where in Louisiana your is being obtained: _____

ANNUAL PLAQUE AND TROPHY CONTRACT for period July 3, 2020 through July 2, 2021, with the option to renew for two (2) additional 12-month periods, not to exceed thirty-six (36) months per BREC policy.

Lowest responsive and responsible bidder must furnish a sample of each trophy and plaque by category to BREC within 7 days of request after bids are tabulated for inspection to verify specifications are met. BREC should be able to keep the samples on-site for a minimum of 5 working days to allow for all departments to inspect. The Purchasing Department in conjunction with the Athletic, Golf, Administration and Recreation Departments, will determine if the lowest bid meets our basic specifications. Award to be made upon Commission approval at the next monthly Commission Meeting.

ADDITIONAL SPECIFICATIONS

DELIVERY OF PLAQUES AND TROPHIES:

Successful vendor will deliver all orders to our warehouse located at 6201 Florida Blvd. on an as needed basis. Delivery of each order must be within 10 days from date of order. NOTE: A Purchase Order Number is required for vendor to place any orders from a BREC employee.

BREC reserves the right to award any order to the next lowest bidder if low bidder is unable to deliver an order within the 10-day period.

Each line item on the trophy/plaque order form must be packed individually and labeled on the outside of box. Different plaques/trophies cannot be packed in the same box. In the event of improper packaging, vendor must pick up the order and repack to meet specifications.

ENGRAVING: Hand, Typewriter or sublistatic engraving must be included in price on every item bid. Approximately 18 letters per trophy will be required.

COLORS: All trophies must include a minimum of six (6) color choices**.

FIGURES: Items listed on Lines 1 – 21 must include Basketball, Football, Softball, Golf, Tennis, Tee Ball, Baseball, Kick Ball, and Volleyball.

This is an open-ended requirements contract. Quantities are based on previous contract usage and/or estimates. Actual quantities may vary.

SAMPLE - SERVICE CONTRACT AGREEMENT

THIS CONTRACTUAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20____ in Baton Rouge, Louisiana between Recreation and Park Commission for the Parish of East Baton Rouge ("BREC") and _____ ("Contractor"), located at (address) _____.

RECITALS

BREC is a political subdivision of the State of Louisiana that owns and maintains parks and recreation facilities in the Parish of East Baton Rouge. Contractor is engaged in providing _____, with his principal place of business at _____, Employer Tax I.D. Number _____.

BREC desires to engage and contract for the services of the Contractor to perform certain tasks as set forth below. Contractor desires to enter into this Agreement and perform as a contractor for BREC and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Status of Contractor.** This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and BREC shall not be liable for any obligations incurred by Contractor, unless specifically authorized in writing. Contractor shall not act as an agent of BREC, ostensibly or otherwise, nor bind BREC in any manner, unless specifically authorized to do so in writing.
2. **Scope of Work:**

3. **Performance of the Work.** Contractor shall be responsible to the management and directors of BREC. Contractor shall supply all of his own necessary equipment, materials and supplies. BREC retains the right to inspect, stop, or alter the work of Contractor to assure its conformity with this Agreement.
4. **Term.** This agreement shall be effective _____ through _____. However, this Agreement may be terminated by either party giving 30 days written notice to the other in the event of abandonment, fraud, insolvency, gross and/or willful misconduct, or breach of this Agreement on the part of such party. *This Agreement, is for one year, unless renewed by BREC. Two (2) additional twelve (12) month renewal terms are available at the same prices, terms and conditions, if agreed upon by both parties.*
5. **Compensation:** \$ _____ per _____. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
6. **Non-Disclosure of Trade Secrets, Customer Lists, and Other Proprietary Information.** Contractor agrees not to disclose or communicate, in any manner, either during or after Contractor's Agreement with BREC, proprietary information about BREC, its operations, clientele, or any other proprietary information, that relate to the business of BREC including, but not limited to, the names of its customers, its marketing strategies, operations, or any other

information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of BREC. Contractor acknowledges that the above information is material and confidential and that it affects the profitability of BREC. Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

7. **Interaction with Employees, Customers, and Others.** Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding harassment, discrimination, and unfair business practices.
8. **Indemnification.** Contractor shall indemnify, defend and hold BREC harmless from claims, demands, and causes of actions asserted against BREC by any person for personal injury, death or loss of or damage to property resulting from Contractor's negligence, gross negligence, intentional or willful misconduct. Where personal injury, death, or loss of, or damage to property, is the result of the concurrence of negligence, gross negligence, intentional and / or willful misconduct of BREC and Contractor, Contractor's duty of indemnification shall be in proportion to its allocable share of fault. The parties hereto intend and agree that this indemnity shall be applied as a comparative fault indemnity, each party being responsible for its own negligence or other act or omission.
9. **Injunctive Relief.** Both parties acknowledge that the provisions of this Agreement are reasonable and necessary for the protection of their respective businesses and that their respective business will be irrevocably and substantially harmed and damaged if such provisions are not specifically enforced, and money damages will not afford a party an adequate remedy for any breaches of this Agreement. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the Parties hereby acknowledge and agree that the non-breaching party shall be entitled to (i) specific performance and (ii) injunctive and other equitable relief (without bond or other security being required) to prevent or restrain a breach of this Agreement. Nothing herein shall be construed as prohibiting or otherwise restricting a party from pursuing any other rights or remedies it may have at law or in equity in the event of a breach of this Agreement by the non-breaching party.
10. **Insurance Requirements for Contractors.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. **Workers Compensation** insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. **Commercial General Liability** Insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$500,000 and a minimum general aggregate of \$1,000,000. Claims-made form is unacceptable. **Automobile Liability** insurance shall have a minimum combined single limit per occurrence of \$500,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. BREC shall be named as an additional insured as regards to negligence by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to BREC. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Neither the acceptance of the completed work, nor the payment thereof, shall release the Contractor from the obligations of the insurance requirements or indemnification agreement. Contractor agrees to supply BREC with certificates of insurance, upon request, reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. BREC reserves the right to request copies of subcontractor's certificates at any time.
11. **Licenses.** Contractor is responsible for obtaining and maintaining during the life of this Agreement any necessary licenses and permits, in accordance with the laws of the State of Louisiana, to perform the services outlined in Section 2 (Scope of Work) of this Agreement. By signing this Agreement, Contractor agrees he has any such licenses and/or permits, and that he will maintain same. BREC reserves the right to request copies of Contractor's

license/permit at any time. If requested by BREC, Contractor must submit same within three (3) days of request.

12. **Savings Clause.** The parties agree that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought. To the extent that any provision herein shall be adjudicated to be overly broad, invalid, illegal, or unenforceable, such provision shall be amended to reduce, delete there from or reform the portion thus adjudicated to be overly broad, invalid, illegal or unenforceable, in order to be enforceable to the extent allowable under applicable law. Such deletion or reformation is to apply only with respect to the particular jurisdiction in which such adjudication is made.

Each provision of this Agreement is intended to be severable. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein; provided, however, that no provision shall be severed if it is clearly apparent under the circumstances that the parties hereto would not have entered into the Agreement without such provision.

13. **Legal Fees.** If either party to this Agreement institutes legal proceedings to enforce the terms of the Agreement, the party substantially prevailing in such proceedings shall be entitled to recover its legal fees and costs incurred in doing so from the other party.
14. **Choice of Law.** This Agreement shall be governed by the laws of the State of Louisiana.
15. **Entire Agreement.** This Agreement and the attachments hereto constitute the entire Agreement and understanding between the parties. This Agreement replaces in full all prior agreements and understandings of the parties hereto and any and all such prior agreements and understandings are hereby rescinded by mutual agreement of the parties. This Agreement may be modified, varied, or amended only by a written instrument signed by Contractor and a duly authorized officer of BREC.

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

By: _____
(Contractor signature)

Date: _____

(Printed Name)

(Address)

() _____
(Phone #)

(Email Address)

() _____
(FAX #)

By: _____
(BREC Superintendent)

Date: _____

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

CORPORATE RESOLUTION

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

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

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

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

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

This day of _____, 20____

SECRETARY

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared _____
who, being first duly sworn did depose and say that he/she is a duly authorized representative of
_____receiving value for services rendered in connection
with: _____.

a public project of Recreation and Park Commission for the Parish of East Baton Rouge, Louisiana.

Pursuant to the provisions of LSA R.S. 38:2224, affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he/she received or will payment, other than persons regularly employed by the affiant 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 affiant. No part of the contract price received by affiant 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 the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Pursuant to the provisions of LSA R.S. 38:2212.10, (1) Contractor is registered and participates in a status verification system, the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the "E-Verify" program, to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; (2) Contractor shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana; (3) Contractor shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with paragraphs (1) and (2).

Pursuant to the provisions of LSA R.S. 38:2227, that if a sole proprietor, he/she has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below; that if representing a bidding entity, no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below: Public bribery (R.S. 14:118); Corrupt influencing (R.S. 14:120); Extortion (R.S. 14:66); Money laundering (R.S. 14:230); Theft (R.S. 14:67); Identity Theft (R.S. 14:67.16); Theft of a business record (R.S. 14:67.20); False accounting (R.S. 14:70); Issuing worthless checks (R.S. 14:71); Bank fraud (R.S. 14:71.1); Forgery (R.S. 14:72); Contractors; misapplication of payments (R.S. 14:202); Malfeasance in office (R.S. 14:134).

Signature

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

Notary Public

Printed Name: _____

Notary ID No.: _____



ACH VENDOR PAYMENT AUTHORIZATION AGREEMENT PLEASE TYPE or PRINT LEGIBLY					
<input type="checkbox"/> NEW <input type="checkbox"/> REVISION (Please Check One)					
I authorize the Recreation and Park Commission for the Parish 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 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			Last four (4) digits of Tax Identification Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Vendor/Payee Contact Name			Financial Institution Telephone Number ()		
Contact Telephone Number ()			Financial Institution Routing Number <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Checking <input type="checkbox"/> Savings </div>		
Contact Fax Number ()			Account Number		
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:					
Is the financial institution indicated above outside the United States? Yes <input type="checkbox"/> No <input type="checkbox"/>					
_____ Print Name and Title of Payee Authorized Official			_____ Payee Authorized Signature		
_____ Date			_____ Date		
INTERNAL USE ONLY					
Vendor ID #			Purchasing Initials		Accounts Payable Initials

IMPORTANT:

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

ACH Vendor Payment Authorization
Frequently Asked Questions

FAQ's

Here are some frequently asked questions and answers:

Q. What is ACH Vendor Payment?

A. 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 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 assure that my payment is deposited to 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) 272-9200, 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, 2015. 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 to ACH Vendor Payment, some vendors may begin to receive their payments via ACH transaction before December 31, 2015. 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 in the ACH Vendor Authorization Agreement form and contact the Accounts Payable Supervisor at (225) 272-9200.

Q. BREC will transmit payment information AND invoice information (in the form of "addenda" information) to the vendor's banks. What happens if my bank statement does not break down the invoices paid by BREC?

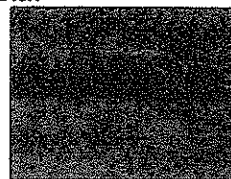
A. Tell your bank that you will be receiving payments via ACH and that BREC will be including addenda information with our payment in the CCDPlus format.

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: Vendors@BREC.org

If you have any questions about ACH Vendor Payment, please contact the Accounts Payable Supervisor at: (225) 272-9200



THE RECREATION AND PARK
COMMISSION FOR THE PARISH OF EAST
BATON ROUGE

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

John & Jane Doe 123 Your Street Anywhere, USA 12345		Date _____		2001
Pay To The Order Of _____		\$ _____		
YOUR BANK 123 Your Bank's Street Anywhere, USA 12345				
Memo _____		123456789		2001
012347678				

Check Number
(is not needed
to complete this
form)

Checking
Account #
(usually
follows the
Routing &
Transit #)

Routing &
Transit # (9
digit number
between
these two
symbols)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	(Applies to accounts maintained outside the U.S.)
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ►		
5 Address (number, street, and apt. or suite no.) See instructions.		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

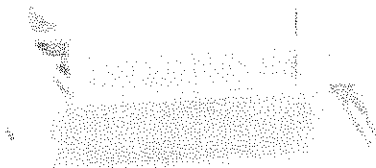
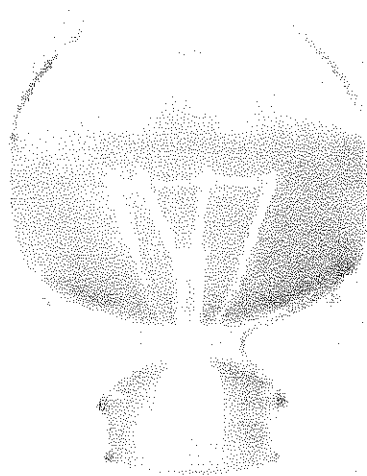
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**GL58
Arrow Glass
w/Blue Aluminum Base
10.5" x 6.75" (Plus Engraving)**



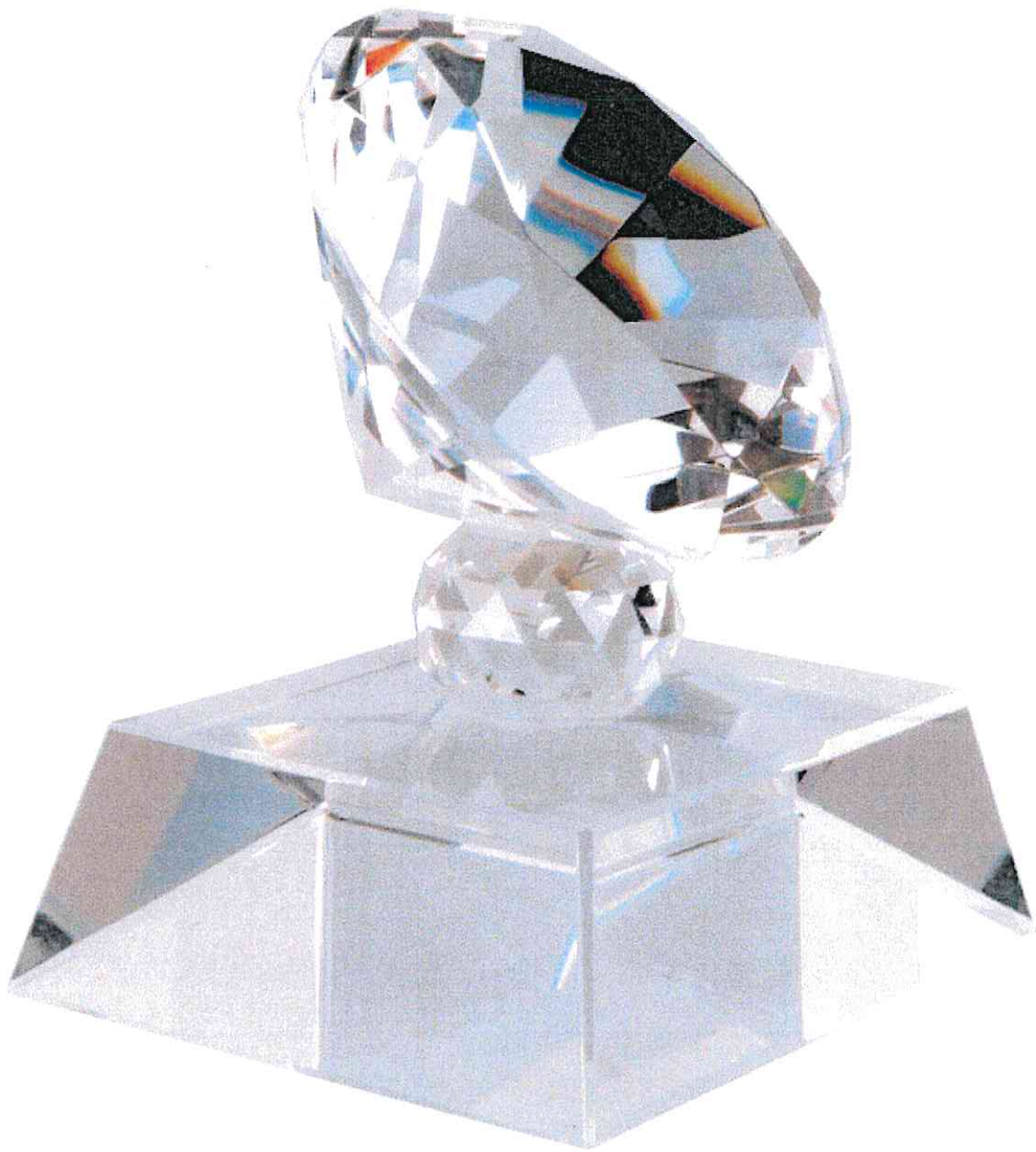
RFB206
Eagle on Rock
9.75" w/4" x 6" glass
(Plus Engraving)



CRY25
Crystal
8" x 2.5"
(Plus Engraving)



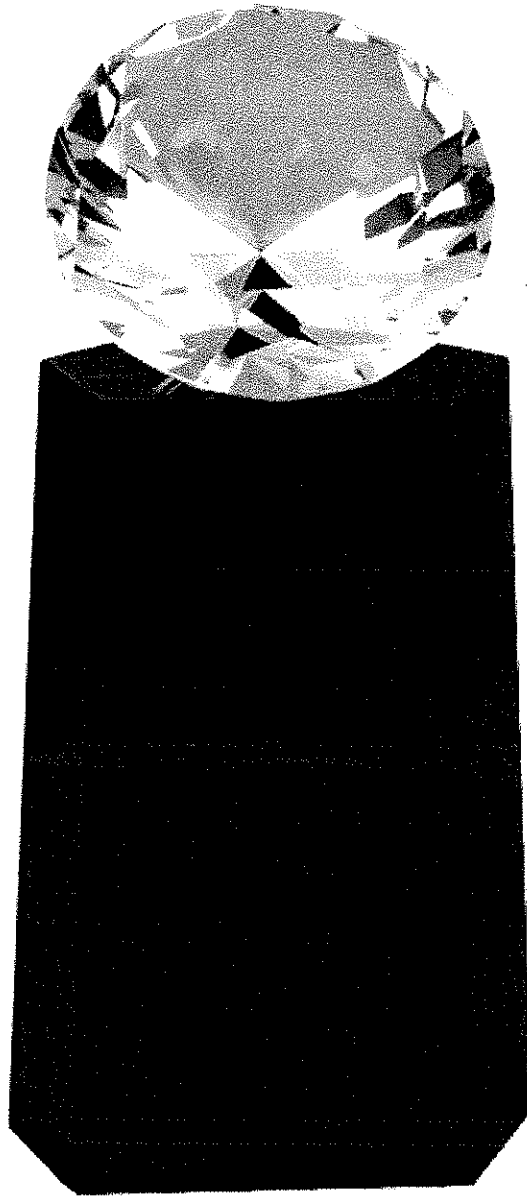
AGS08
Stacked Blocks Art Glass on Square Base
9 1/4"



CRY1433MC
Crystal Diamond on Pedestal Base
Base: Clear or Black
3.75" x 3.5" x 3"
(Plus Engraving)



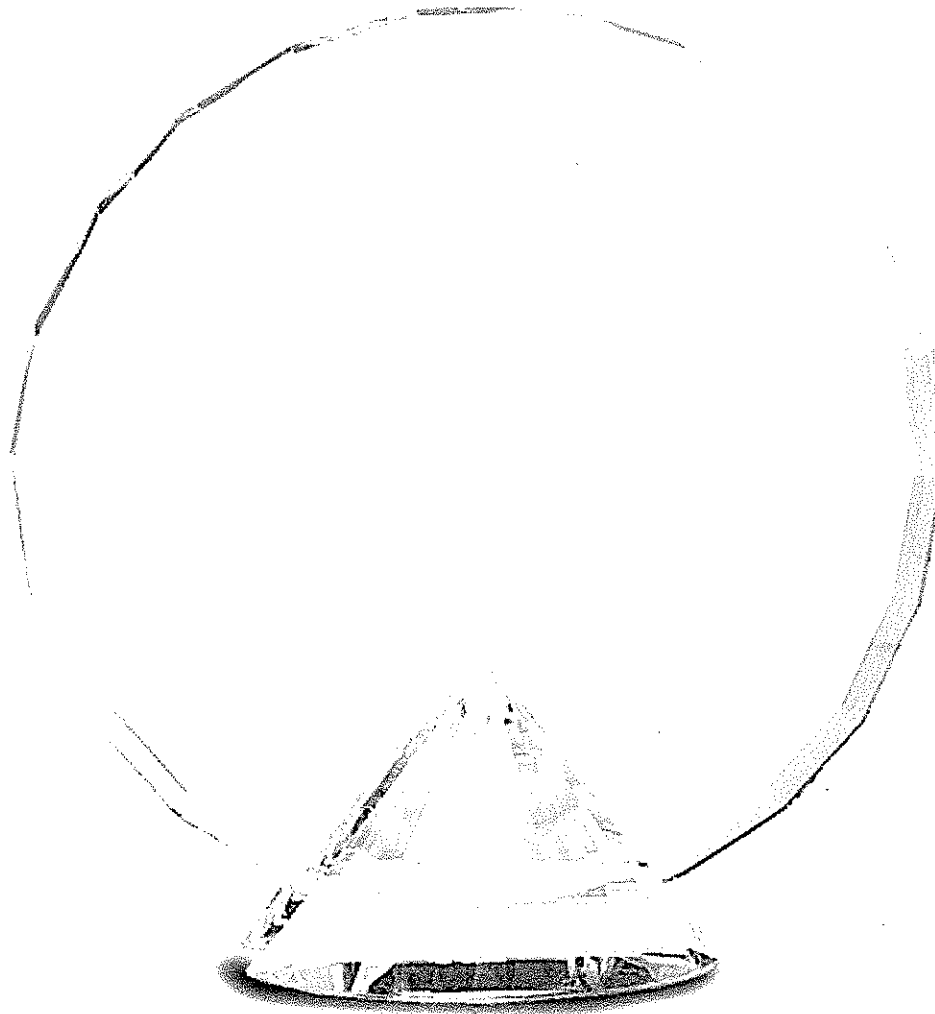
CRY1459MC
Crystal Diamond on Pedestal Base
Base: Clear or Black
3.75" x 7.75" x 2.75"
(Plus Engraving)



CRY1459MC
Crystal Diamond on Pedestal Base
Base: Clear or Black
3.75" x 7.75" x 2.75"
(Plus Engraving)



CRY108
Clear Crystal Diamond
2 1/2" / 4" Diameter
(Plus Engraving)



CRY056L
Clear Round Crystal on Clear Diamond Base
7" x 7.5" x 3.25"
(Plus Engraving)