



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

**Sealed Bid: #1795
Annual Contract for Janitorial Services for BREC Tennis Centers
File#: G-01030**

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: December 1, 2020 @ 11:00 A.M. (CT)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge
November 11, 2020 & November 17, 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.

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. (See Item No. 33)
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. (See Item No. 33)
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. **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.
10. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.

11. 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
12. 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.)
13. 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.
14. 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.
15. BREC is exempt from all state and local sales and use taxes.
16. 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.
17. 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.
18. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
19. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.
20. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.
21. 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.
22. Contract Term: The initial contract term for this bid will be twelve (12) months, upon award.
23. Renewal Terms: If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods. BREC will seek renewal from the successful contractor with sixty (60) days of expiration of initial contract term, and thereafter, with in sixty (60) days of the expiration of subsequent renewal contract terms.
24. 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.
25. Vendor is to return **all** pages of bid.

26. **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.**
27. 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.
28. 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.
29. 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.
30. 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.
31. 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>.
32. 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: _____.
33. **Due to the COVID-19 emergency situation, BREC is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office. (This statement refers to Items No. 2 and No. 6.)**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the BREC- Recreation and Parks Commission for the Parish of East Baton Rouge until **December 1, 2020 @ 11:00 AM** local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

SB #1795 – Annual Contract for Janitorial Services for the BREC Tennis Centers

Bids received after the above specified time will not be considered. Bids will be opened immediately after proposal opening time in Room 1501, of the Administration Building located at 6201 Florida Boulevard, Baton Rouge, LA 70806. All interested parties are invited to be present.

Copies of the Solicitation shall be obtained from the Purchasing Division, 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806, or by telephoning 225-272-9200 ext. 1422, or by email requests to Richard.Terrell@brec.org.

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

BREC is an equal opportunity employer.

All questions concerning the Solicitation must be received in accordance with the bid documents.

*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubmain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, BREC will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

Complete bid documents are available in electronic format at www.bidexpress.com. 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.

BREC reserves the right to reject any or all bids for just cause as allowed by LSA-R.S. 38:2214.

Due to the COVID-19 emergency situation, BREC is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

/s/ Corey Wilson, Superintendent

THE ADVOCATE
BATON ROUGE, LOUISIANA

To be Published Two Times: November 11, 2020; November 17, 2020

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge	BID DUE DATE & TIME Date: December 1, 2020 11:00 A.M. CT
TITLE: Sealed Bid 1795 BREC Annual Contract for Janitorial Services for the BREC Tennis Centers		RETURN BID TO: PURCHASING DEPARTMENT RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE (BREC) 6201 Florida Blvd Baton Rouge, LA 70806
File No: G-01030		
Ad Dates: November 11, 2020 & November 17, 2020		Inquiries to be directed to: Richard Terrell Telephone – 225-272-9200, Ext. 1422 Fax – 225-273-6406 Email: Richard.Terrell@brec.org
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:

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.

Non-Mandatory Job Site Visit

All Attendees must wear face mask/covering for Non-Mandatory Job Site Visits. No exceptions. Social distancing must also be complied with.

Site Visits:

Each bidder has the option to visit location prior to the bid opening. Site visits must be scheduled by contacting the location's Recreation Manager by email or telephone for each site. **For the wellbeing of all, health and safety requirements and protocols exist for entrance to any BREC facility.**

Site Locations and Contact Persons:

City Park Tennis Center 1515 Dalrymple Dr. Baton Rouge, LA 70808.	Tennis Shop: 425 sq. ft. Women's Restrooms: 272 sq. ft. Men's Restrooms: 272 sq. ft.	Ryan Vineyard, Recreation Manager rvinyard@brec.org (225) 413-5621
Highland Road Park Tennis Center 14024 Highland Road Baton Rouge, LA 70810	Tennis Shop: 1,230 sq. ft. Women's Restrooms: 580 sq. ft. Men's Restrooms: 464 sq. ft.	Krista Andry, Recreation Manager kandry@brec.org (225) 766-0247
Forest Park Tennis Center 13900 South Harrell's Ferry Rd Baton Rouge, LA 70816	Tennis Shop: 1,242 sq. ft. Women's Restrooms: 247 sq. ft. Men's Restrooms: 247 sq. ft.	Stan Crochet, Recreation Manager scrochet@brec.org (225) 756- 3312

- Site visits must take place before scheduled bid opening.
- All **signed or unsigned** copies of the attached Site Visit Verification Form must be submitted with the bid proposal.
- **Oral communication during site visit shall be considered unofficial and non-binding.**
- It is the responsibility of the contractor to inspect each service location and identify conditions that may impact the execution of the proposed service. No additional allowance shall be granted to any contractor because of lack of knowledge of site. ***All square footage is approximate and should not be relied upon as representation, express or implied, of actual facility dimensions.**

Questions regarding the job site visit may be directed to Yvette Marshall at (225) 272-9200 ext. 1424 or (225) 413-2575.

Inquiry Period:

An inquiry period is hereby firmly set for all interested bidders 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 and reference the bid number** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.)

Inquiries are to be directed as follows:

Hand Delivered, Courier, Delivery by United States Postal Services, E-mail or Fax

Richard W. Terrell, Procurement Specialist

BREC Finance Department

6201 Florida Blvd.

Baton Rouge, LA 70806

By email: richard.terrell@brec.org

FAX: 225-273-6406

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.

All inquiries shall be received by 5:00 p.m. on November 26, 2020

SITE VISIT VERIFICATION

(OPTIONAL)

This signed statement certifies that the vendor named below has visited the jobsite and is familiar with all the conditions surrounding the fulfillment of the specifications for this project.

Location	City Park Tennis Center 1515 Dalrymple Dr., Baton Rouge, LA 70808
Contact Name, Email, and Phone	Ryan Vineyard, Recreation Manager rvinyard@brec.org (225) 413-5621
Recreation Manager's Signature and Date	

Location	Highland Road Park Tennis Center 14024 Highland Road, Baton Rouge, LA 70810
Contact Name, Email, and Phone	Krista Andry, Recreation Manager kandry@brec.org (225) 766-0247
Recreation Manager's Signature and Date	

Location	Forest Park Tennis Center 13900 South Harrell's Ferry Rd., Baton Rouge, LA 70816
Contact Name, Email, and Phone	Stan Crochet, Recreation Manager scrochet@brec.org (225) 756- 3312
Recreation Manager's Signature and Date	

(Tennis Bid for Janitorial Services) – BID SPECIFICATIONS

- **Goals/Objectives**—To provide quality and timely janitorial services on a weekly or bi/weekly (as needed) for Forest Park, City Park and Highland Park Tennis Centers.
- **Measurable Outcomes**—Each time a cleaning occurs, the vendor is required to complete the cleaning checklist. A visual inspection by Facility Supervisor will be conducted after the cleaning checklist at each location is provided to approve or list any potential conspicuous activity of each cleaning.

Work hours: Weekly cleaning to take place on either Saturday or Sunday, after 6:00 p.m., weekly, or as agreed up by BREC. Any deviation from the scheduled time/day, must be approved by the Recreation Manager at each location.

Vendor must document and monitor a log of each cleaning visit at each location to include the date, time and a cleaning activities checklist. The log is to be kept at each BREC Tennis Center.

Sites are open Monday thru Thursdays from 8 A.M. to 10 P.M. and Fridays from 8 A.M. to 6 P.M., Saturday & Sunday 8 A.M. to 6 P.M.

THIS BID IS ONLY FOR THE FOLLOWING BRECTENNIS CENTER LOCATIONS:

BREC Cleaning Locations:

- 2) ***City Park:*** 1515 Dalrymple Dr. Baton Rouge, LA 70808
Ryan Vinyard, Recreation Manager (225) 413-5621
Approximate monthly number of people visiting center: 500
- a. Two Bathrooms (Men's and Women's)
b. 3 sinks, 1 urinal, 4 stalls, and 2 showers
- 3) ***Highland Rd Park:*** 14024 Highland Rd. Baton Rouge, LA 70810
Krista Andry, Recreation Manager (225) 766-0247
- a. Two Bathrooms (Men's and Women's)
b. 3 sinks, 1 urinal, 7 stalls, and 2 showers
- 1.) ***Forest Park:*** 13900 South Harrell's Ferry Rd. Baton Rouge, LA 70816
Stan Crochet, Recreation Manager (225) 756-3312
- a. Two Bathrooms (Men's and Women's)
b. 4 sinks, 1 urinal, 3 stalls, and 2 showers

Specification Requirements:

Sealed Bid #1795 – Annual Contract for Janitorial Services for BREC Tennis Centers

GENERAL:

Description of Services: It is the intent of this proposal to establish prices for Janitorial Services to be performed at the above referenced BREC Tennis Center location **per specifications**. The Contractor shall provide all supervision, labor, cleaning materials, supplies, and equipment and shall plan, coordinate, schedule, and assure effective performance of all services described herein. The Contractor shall provide all janitorial and related services in accordance with the requirements of this contract.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate BREC, here after referred to as "Agency", directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees are to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract without approval of BREC.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of BREC, hereafter referred to as Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed careless, insubordinate, or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor shall provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assurance effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. Contractor will provide supervision of janitorial services as outlined herein. The agency representative shall oversee the contracted services.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing.

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performances of this contract by the Contractor or its agents.

The Contractor will be directly responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Agency reserves the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

Although designated storage areas may be provided for storage of Contractor's equipment, materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to meet the condition. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

METHOD OF AWARD:

BREC reserves the right to award items as specified as deemed to be in the best interest of BREC (Agency). Awards may be all or none, individual items, or grouped by Agency.

INSURANCE REQUIREMENTS: Contractor' insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. BREC must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

CONTRACT RENEWAL:

At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

QUALITY CONTROL PROGRAM: The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or with a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not limited to the following:

- a. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- b. The checklist shall include every area of operations serviced by the Contractor, as well as, every task required to be performed.
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

SCHEDULING WORK AND REPORTING: The Contractor shall submit to the Agency representative a week work report of jobs performed for comparison with the scheduled requirements. This report can be in the form a checklist. It will also include all periodic work performed.

ABSENTEEISM: The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

HOLIDAYS: The Contractor will not be responsible for having any personnel in the facility on BREC holidays. The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

KEYS: Contractor is to be responsible for all keys issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

CONTRACTOR'S PERSONNEL: Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All personnel are required to wear a uniform. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

CONTRACTOR SUPERVISION: The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency.

CONTRACT MANAGER: The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager. This information must be kept current throughout the contract, with written notice given to the Agency representative, current **Yvette Marshall; email: ymarshall@brec.org** .

SUPPLIES/EQUIPMENT:

The Agency will furnish the following:

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of work.
2. BREC will provide all toilet tissue, paper towels, soap for soap dispensers, and trash/garbage liners.

The Contractor will furnish the following:

1. The Contractor shall furnish all cleaning equipment, tools and supplies. Equipment and supplies are to include, but not limited to the following:

Regular brooms, large commercial dust mop broom, braided mop, large duster, furninter polish, stainless steel cleaner and polish, cleaning disinfectants, cleaning rags, towels, glass cleaner, bleach, goo gone, Zep or approved equal, rubber latex gloves, toilet bowl wand cleaner, urinal cakes, toilet bowl deodorizers, vacuum cleaner and **all other items** and materials necessary for the performance of the work of this contract and to maintain the cleanliness and sanitation of the buildings at no additional charge to the Agency unless otherwise specified herein. If the Contractor does not provide proper supplies, the Contractor will be deemed to be in default.

2. Contractor shall supply all cleaning equipment, vacuum cleaners meeting or exceeding EPA emission standards. Heavy duty commercial type vacuum cleaners for carpet and hard floor surfaces, mops, brooms, cleaning disinfectants, cleaning rags, towels, and any other items necessary to maintain the cleanliness and sanitation of the buildings at not additional charge to the Agency.
3. The Contractor must provide safety signs such as "Wet Floor" and/or "Caution" signs.

CLEANING - (GENERAL INFORMATION):

Bare floors shall be dust mopped with untreated mops or vacuumed. Bare floors shall be damp mopped with a neutral pH (potential hydrogen) cleaner. **Mop water must be clear and odorless.** Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, dirt removed. Carpeted floors shall be vacuumed.

Clean, sanitize, wet mop and deodorize all restrooms with deodorizing disinfectant cleanser. Floors shall be free of dirt (including corners), stains, paper, cobwebs, water, mop stains and debris. Clean restroom mirrors. Spot wash restroom walls, shower rooms (if applicable), partitions and doors. Baseboards and panel bases are to be cleaned of dirt build-up and stains. Drains free of debris and hair.

Toilets and urinals free of mineral build-up and stains, dust, dirt, and spots. Flush valves cleaned and polished. Toilet seats, top side and bottom side shall be free of spots and stains. Dispenser shall be stocked and maintained at adequate level (liquid, foam, soap and paper products). Dispensers shall be clean and dust free.

Empty all waste baskets; insert new can liners and place trash outside in receptacles for pickup. All areas around the outside dumpster area must be clean and free of debris. No trash or debris should be left on the ground. All items designated for garbage pickup must be properly disposed.

CLEANING - (SPECIFIC INFORMATION):

Restrooms:

- o Toilets, sinks, and urinals - clean/sanitized and polished
- o Trash containers - empty, reline, clean/sanitize
- o Soap dispensers - clean, sanitize, and refill
- o Toilet paper/paper towel dispensers - clean, polish, and refill
- o Glass, mirrors, chrome hardware - clean and polish
- o Floors - mop/sanitize, machine scrub
- o Dust/clean - all bathroom partitions, doors, windows, ledges, sills, stalls, baseboards, and walls

Outside Furniture:

- o Tables, chairs, benches, and picnic tables - clean and sanitize

Tennis Shop Area:

- o Floors - sweep, clean, and mop
- o Dust, clean, and sanitize - tables, chairs, desk, drinking fountain, merchandiser, windows, and windowsills
- o Carpet - vacuum and clean
- o Remove all cobwebs from walls, lights, fans, windows, ceilings, and blinds

CLEANING SCHEDULE – Contract #1785

Cleaning Hours:

WEEKLY CLEANING SCHEDULE

1. Bare floors shall be dust mopped or vacuumed. Bare floors shall be damp mopped with a neutral PH cleaner. Mop water must clear and odorless. Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.
2. Carpeted floors shall be vacuumed, and spot cleaned.
3. Clean, sanitize, wet mop and deodorize restrooms, with deodorizing disinfectant. Floors shall be free of dirt, stains, paper, cobwebs, water, mop stains and debris.
4. Clean restroom mirrors.
5. Spot wash restroom walls, shower rooms, partitions and doors.
6. Clean baseboards and panel bases are to be cleaned of dirt build-up and stains, dust, dirt and spots.
7. Drains free of debris and hair.
8. Toilets and urinals free of mineral build-up and stains, dust, dirt and spots.
9. Flush valves shall be cleaned and polished.
10. Toilet seats, top side and bottom side, shall be free of spots and stains.
11. **Dispensers shall be stocked daily** and maintained at adequate level (soap and paper products). Dispenser shall be clean and dust free.
12. Empty all waste baskets; insert new can liners and place trash in outside receptacles for garbage pickup.
13. All areas around the dumpster must be clean and free of debris. No boxes should be left on the ground for the garbage contractor will pick up. All items designated for garbage pickup must be properly disposed.
14. Dust sills, chairs, files and furniture, desks and damp wipe spills as needed.
15. Wash all door glasses (interior and exterior)
16. Spot wash woodwork and hall walls.
17. Clean and polish water fountains and lavatory sinks.
18. Clean all restrooms and dispensers, fill all toilet tissue, hand towel holders, and hand soap dispensers, as needed. It is the responsibility of the contractor to monitor levels of dispensers.
19. Clean and fill paper towel and soap dispensers in all areas. It is the responsibility of the contractor to monitor levels of dispensers.
20. Sweep front entrances, clean ashtrays, urns.
21. Bare floors in lavatory are to be dust mopped and damp mopped.
22. All light switches and tops of all partitions to be damp wiped.

MONTHLY CLEANING SCHEDULE

1. Wipe clean all ceiling mounted and wall mounted HVAC supply and return air grilles. Also clean adjacent ceiling tile and wall areas as necessary to provide dust and soil free area around grilles.
2. Wash windows-inside.
3. Vacuum air vents
4. Window blinds shall be cleaned or vacuumed.

ANNUAL CLEANING SCHEDULE

1. Strip, wax, and buff floors at Highland and Forest Park locations per bid specs.

Pricing Sheet
SB#1795

Item No.	Description	Quantity	UOM	Unit Price	Extended Total
1	Forest Park , 13900 South Harrell's Ferry Rd, Baton Rouge, LA 70816. Contact Person: Stan Crochet, (225) 756- 3312	Up to 52	Each	\$ _____	\$ _____
2	Highland Road Park , 14024 Highland Road, Baton Rouge, LA 70810. Contact Person: Krista Andry: (225) 766-0247	Up to 52	Each	\$ _____	\$ _____
3	Highland Road Park , 14024 Highland Road, Baton Rouge, LA 70810. Contact Person: Krista Andry: (225) 766-0247	Up to 8	Each	\$ _____	\$ _____
4	City Park , 1515 Dalrymple Dr., Baton Rouge, LA 70808. Contact Person: Ryan Vineyard: (225) 413-5621	Up to 52	Each	\$ _____	\$ _____
5	Strip, Wax and Buff Floor, once a year at Forest Park , optional and at BREC's Request, approximate area of 1,040 sq. ft.	1	Each	\$ _____	\$ _____
6	Strip, Wax and Buff Floor, once a year at Highland Road Park , optional and at BREC's Request, approximate area of 1,040 sq. ft.	1	Each	\$ _____	\$ _____

• **Notes:**

1. Item No. 3: Provides 8 extra weeks (or cleanings) for summer camps for Highland Road location.
2. Item No. 5 and Item No. 6: Provides a quote for Forest Park and Highland Road Park only. The other locations do not have hardwood or wood flooring.

**SEALED BID # 1795 BREC Annual Contract for
Janitorial Services for Tennis Centers**

The purpose of this Invitation to Bid is to procure pricing for janitorial services at various BREC Tennis Centers and facilities located throughout the Parish of East Baton Rouge. Pricing will be for delivery of services by the successful vendor to the parks per specifications.

Contract Term: The initial contract term for this bid will be **February 1, 2021 through December 31, 2021**, or upon award, whichever is later. **Renewal Terms:** If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms and conditions. BREC will seek renewal from the successful contractor within sixty (60) days of expiration of initial contract term, and thereafter, within sixty (60) days of the expiration of subsequent renewal contract terms.

It is the intent of BREC to award items separately, but reserves the right to group award the items if deemed to be in the best interest of BREC

Inquiries concerning this bid are to be directed as follows:

Hand Delivered or by Courier

BREC/Purchasing Office

ATTN: Lori Foreman

6201 Florida Blvd.

Baton Rouge, LA 70806

By email: Lori.Foreman@brec.org

By fax: (225) 273-6406

Delivery by United States Postal Services

BREC/Purchasing Office

ATTN: Lori Foreman

6201 Florida Blvd.

Baton Rouge, LA 70806

Any Addendum issued concerning this bid is posted to the LaPAC website at <http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp> or BREC's online bidding site, Bid Express at www.bidexpress.com. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc. will stand as written and/or amended by any addendum issued by BREC.

ADDITIONAL REQUIREMENTS FOR THIS BID

BREC, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of BREC, its officers, employees and agents. Accordingly, Contractor shall indemnify and save BREC, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

BREC reserves the right to cancel this contract with thirty (30) days written notice.

Termination for Cause: BREC may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, BREC may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

Termination for Convenience: BREC may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination for Non-Appropriation Clause: Should the Invitation to Bid 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.

Insurance Requirements

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

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

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

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

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

B. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage

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

SAMPLE - SERVICE CONTRACT AGREEMENT (over \$10,000)

THIS CONTRACTUAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20____
in Baton Rouge, Louisiana between the 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 _____, Contractor's 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 from _____ through _____. However, this Agreement may be terminated immediately by either party giving 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 other party. *Unless renewed by BREC, this Agreement, regardless of start date, shall terminate December 31 of the same year contract was executed, unless specified by BREC.*
5. **Renewal Terms.** If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. BREC will seek renewal from the successful contractor within sixty (60) days of expiration of initial contract term, and thereafter, within sixty (60) days of the expiration of subsequent renewal contract terms.
6. **Compensation:** \$ _____ per _____. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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 \$1,000,000 and a minimum general aggregate of \$2,000,000. Claims-made form is unacceptable. **Automobile Liability** insurance shall have a minimum combined single limit per occurrence of \$1,000,000. 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.
12. **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.
13. **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.
14. **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.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Louisiana.

16. **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.
17. BREC, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of BREC, its officers, employees and agents. Accordingly, Contractor shall indemnify and save BREC, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
18. If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
19. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
20. BREC reserves the right to cancel this contract with thirty (30) days written notice.
21. **Termination for Cause:** BREC may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, BREC may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
22. **Termination for Convenience:** BREC may terminate this Agreement at any time by giving thirty (30) days written notice.
23. **Termination for Non-Appropriation Clause:** Should the Invitation to Bid 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.

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

CONTRACTOR/CONSULTANT COMPANY NAME: _____

By: _____
(Contractor signature)

Date: _____

(Printed Name)

(Address)

() _____
(Phone #)

(Email Address)

() _____
(Fax #)

By: _____
(BREC Director/Assistant Director)

Date: _____

(Printed Name)

BREC Contact Person:

(Address)

() _____
(Phone #)

(Email Address)

() _____
(Fax #)

By: _____
(BREC Superintendent)

Date: _____

(Printed Name)

(Address)

() _____
(Phone #)

(Email Address)

() _____
(Fax #)

BIDDER'S ORGANIZATION

BIDDER 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 the 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.: _____

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

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.

ACH VENDOR PAYMENT AUTHORIZATION AGREEMENT
PLEASE TYPE or PRINT LEGIBLY

☐ NEW ☐ 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
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Vendor/Payee Address	Financial Institution Address
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City	State	Zip Code	City	State	Zip Code
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Vendor/Payee E-mail for Vendor Accounts Receivable Dept.	Financial Institution Representative Name
	Title

Last four (4) digits of Social	Last four (4) digits of	Financial Institution Telephone
<input type="text"/>	<input type="text"/>	Number ()

Vendor/Payee Contact Name	Financial Institution Routing Number
---------------------------	--------------------------------------

Contact Telephone Number	Contact Fax Number	Account Number	Checking	Savings
()	()		<input type="checkbox"/>	<input type="checkbox"/>

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 ☐ No ☐

Print Name and Title of Payee Authorized Official	Payee Authorized Signature
	Date

INTERNAL USE ONLY

Vendor ID #	Purchasing Initials	Accounts Payable Initials

IMPORTANT:

