



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

Sealed Bid: #1802
Annual Contract for Ready Mix Concrete
File#: G-01071

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: January 26, 2021 @ 11:00 A.M. (CT)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge
January 11, 2021 & January 19, 2021

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.

ALL BID DOCUMENT PAGES MUST BE RETURNED

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. **BREC may award contract(s) to the lowest and second lowest bidder in the event that the low bidder is not able to provide concrete in the timeframe request.**
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.)

PO# 2020-2550

PUBLISHED – LEGAL
1/11/21 & 1/19/21
BIDS TO BE OPENED:
January 26, 2021 @ 11:00 AM

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 **January 26, 2021 @ 11:00 AM** local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

SB #1802 – Annual Contract for Ready Mix Concrete

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: January 11, 2021; January 19, 2021

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge		BID DUE DATE & TIME Date: January 26, 2021 11:00 A.M. CT
TITLE: Sealed Bid 1802 Annual Contract for Ready Mix Concrete		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-01071			
Ad Dates: January 11, 2021 & January 19, 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:

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.

ANNUAL CONTRACT – READY MIX CONCRETE as specified, to be furnished, delivered and poured at BREC facilities in and throughout East Baton Rouge Parish, Louisiana. **Contract period is: March 7, 2021 through March 6, 2022, with two (2) renewal options under the same prices, terms, and conditions not to exceed 36 months.**

- **Goals/Objectives**—To provide quality product (ready mix concrete) and timely services per specifications (as needed) for varying BREC locations and/or projects.
- **Measurable Outcomes**—Please refer to the concrete specifications below. Concrete must meet or exceed all specifications. There are no exceptions. These specifications will be required on all deliveries and will be monitored by BREC personnel. BREC reserves the right to have an independent professional testing company test any or all concrete pours for compliance with our specifications.

BREC reserves the right to immediately cancel this contract if BREC is not notified by Contractor of late pours or if over ten percent (10%) of pours by Contract are late from originally scheduled pour time. "Late" is defined as beginning the pour 30 minutes after originally planned time of arrival.

SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE

1. Transit mixed Portland Cement Concrete shall comply with applicable parts of Portland Cement Concrete, **Section 901** of the *2016 Louisiana Standard Specifications for Roads and Bridges Manual* (Purple Book), for paving and structures.
2. Portland Cement content shall not less than five (5), five and one-half (5.5) or six (6) bags per cubic yard of concrete and shall develop a 2500, 3000, 3500, or 4000 psi or stronger rating after 28 days as specified. The slump shall not exceed four (4) inches unless otherwise specified by the engineer.
3. Sufficient transit mix equipment shall be assigned exclusively to each project as required for continuous pours at regular intervals without stopping or interruption not to exceed 45 minutes maximum for hot weather conditions (over 80 degrees Fahrenheit) and 60 minutes maximum for other conditions. Concrete shall not be delivered to the project site after a period of one and one-half hours (1.5 hours) after the concrete has been placed in the mixer. BREC and Contractor will work together to schedule the needed transit mix equipment for BREC projects.
4. No water or admixture shall be added to the concrete mix during transport that would affect the required slump.
5. BREC personnel will contact Contractor with a Purchase Order number and give Contractor a twenty-four (24) hour notice to reserve transit mix equipment, and the Contractor shall be obligated to provide same, unless equipment breakdown or failure prevents such delivery.
6. Upon award of contract, a typical mix design for each item shall be provided to BREC for approval.

Pricing Sheet

Item Number	Description	Quantity	Unit of Measure	Unit Price
1	2500 psi with red dye/coloring added	1	Cubic Yard	
2	3000 psi	1	Cubic Yard	
3	3500 psi	1	Cubic Yard	
4	4000 psi	1	Cubic Yard	
5	18mm Polypropylene fibers, price per yard at 1.5 lbs./yd. of concrete	1	Pounds	
6	Small load (short) charge, less than six (6) yards	1	Each	
7	Standby charges, if any, after _____ minutes	1	Hourly charge	

**SEALED BID # 1802 BREC Annual Contract for
Ready Mix Concrete**

The purpose of this Invitation to Bid is to procure pricing for ready mix concrete at various BREC locations 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 **March 7, 2021 through March 6, 2022**, 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 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: Richard Terrell

6201 Florida Blvd.

Baton Rouge, LA 70806

By email: Richard.Terrell@brec.org

By fax: (225) 273-6406

Delivery by United States Postal Services

BREC/Purchasing Office

ATTN: Richard Terrell

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.: _____

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		
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		Last four (4) digits of Security Number		Financial Institution Telephone Number ()	
Vendor/Payee Contact Name			Financial Institution Routing Number		
Contact Telephone Number ()	Contact Fax Number ()	Account Number Checking Savings			
In the future, BREC may implement a system whereby purchase orders are sent to vendors via EMAIL. Please provide an email address where BREC may send future purchase orders below:					
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		
INTERNAL USE ONLY					
Vendor ID #			Purchasing Initials		Accounts Payable Initials

IMPORTANT:

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 ensure 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 verify 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?

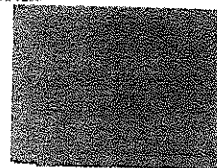
A. Tell your bank that you will be receiving payments via ACH and that BREC will be including addenda information with our payment in the CCD file format.

Q. What do I need to do?

A. Just follow these simple steps:

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

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



**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

2001

Date _____

Pay To The Order Of _____ \$ _____

_____ DOLLARS

YOUR BANK
123 Your Bank's Street
Anywhere, USA 12345

Memo _____

012347678 123456789 2001

Checking Account # usually follows the Routing & Transit #

Routing & Transit = 19 digit number between these two symbols

Check Number (is not needed to complete this form)

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) ▶ 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) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
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) _____ (Applies to accounts maintained outside the U.S.)	
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:

- 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 ▶

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.