

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

Sealed Bid: #1822 Purchase or Installment Purchase for John Deere Mowers or Approved Equal File#: I-01006

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: November 15, 2022 at 11:00 A.M.

Advertisement: The Official Journal, <u>THE ADVOCATE</u> of Baton Rouge

<u>Dates of Advertisement</u>

October31, 2022 & November 7 2022

THIS IS THE BID/PROPOSAL OF:

required.

Company:	
Submitted by:	_ Title:
Address:	
Telephone Number	
Date	

ALL BID DOCUMENT PAGES MUST BE RETURNED

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

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.

- 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.
- Complete bid documents are provided at no cost in electronic format at www.bidexpress.com. Bidders may register
 and view complete bid documents and Instructions for Bidders at no cost. Questions about this procedure shall be
 directed to Bid Express Customer Service at support@bidexpress.com. Toll free phone: (888) 352-BIDX (2439),
 Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am 6pm CST. See also
 http://www.brec.org/assets/bidderinst.pdf for instructions.
- 4. Electronic Bids must be submitted through www.bidexpress.com prior to the bidding deadline. Bidders utilizing the electronic bid process are responsible for confirming that all documents are properly submitted and received by Bid Express.
- 5. Paper bid forms must be submitted in a sealed, opaque envelope and endorsed with Vendor's Name, Bid Number and Title of the project being bid for BREC sites for Recreation and Park Commission for the Parish of East Baton Rouge. Bid form blanks must be duly filled in by the Bidder. FAX Bids are not acceptable. Bidders are cautioned not to attach any conditions or provisions to their bids. Any foreign conditions will render the bid invalid and may cause its rejection.
- 6. Bidders may attend the bid opening, but no information or opinions concerning the bid award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of bid opening. Access to information in completed files may be secured by visiting the Finance Department during normal business hours.
- 7. Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities and/or bid specifications herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected. Any bidder modifications to published terms and conditions of BREC bids may also cause bid to be rejected.
- 8. A Purchase Order or written contract is the **only** binding contract to be issued against this bid. Signing of vendor's forms is not allowed.
- 9. **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 is to award the contract to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. BREC reserves the right to award the contract to the next lowest bidder where the lowest bid is not responsible or otherwise unavailable to perform.
- 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. 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.
- 17. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.
- 19. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.
- 20. 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. BREC strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprise ("DBEs") from the State of Louisiana and Baton Rouge Region. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise ("LAUCP-DBE").

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

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

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

- 21. Contract Term: The initial contract term for this bid will be twelve (12) months, upon award.
- 22. 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.

- 23. 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.
- 24. Vendor is to return all pages of bid.
- 25. 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.
- 26. 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 <u>vendors@brec.org</u>.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

31.	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? YESNOIf this preference is claimed, attach substantiating information to the proposa
	to show the basis for the claim. Indicate where in Louisiana your is being obtained:

PUBLISHED - LEGAL

BIDS TO BE OPENED: November 15, 2022 at 11:00 A.M.

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by BREC Recreation and Parks Commission for the Parish of East Baton Rouge until November 15, 2022 @ 11:00 A.M. local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

Sealed Bid No. 1822- Purchase or Installment Purchase for John Deere Mowers or Approved Equal

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. 1522, or by email requests to Lori.Foreman@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://www.cfprd.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.

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: October 31, 2022; November 7, 2022

		11:00A.M.	
TITLE: Sealed Bid # 1822	for Purchase or	RETURN BID TO:	
Installment Purchase for		PURCHASING DEPARTMENT	
John Deere Mowers or App	proved Equal	RECREATION AND PARK COMMISSION FOR THE	
File No: I-01006		PARISH OF EAST BATON ROUGE (BREC)	
		6201 Florida Blvd.	
Ad Dates:	· · · · · · · · · · · · · · · · · · ·	Baton Rouge, LA 70806	
		Inquiries to be directed to:	
October 31, 2022 & November 7	, 2022	Lori Foreman	
		Telephone – 225-272-9200, Ext. 1522	
		Fax - 225-273-6406	
		Email: Lori.Foreman@brec.org	
VENDOR NAME		MAILING ADDRESS	
REMIT TO ADDRESS		CITY, STATE, ZIP	
REMIT TO ADDRESS		CITT, STATE, ZIF	
TELEPHONE No.	FAX No.	E-MAIL	
	No		
FEDERAL TAX ID OR SOCIAL	SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE		PRINTED NAME	
THE THE CHARLES		A AMELIA DE L'AL MILLE	

Recreation and Park Commission

for the Parish of East Baton Rouge

BID DUE DATE & TIME

Date: November 15, 2022 @

INVITATION TO BID

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.

Purpose

Goals and Objectives

This sealed bid solicits bids for the purchase or installment purchase of the John Deere Mowers or approved equal equipment items as described utilizing direct purchase or a vendor financed installment purchase agreement with the selected vendor for a period of 48 months with a buyout at the end of the term. The specific vendor financing must be inclusive in the bid.

Equivalents Acceptable

Where proprietary specifications are used, the proprietary characteristics are used only to denote the quality standard of the equipment required and do not restrict bidders to the specific brand, make or manufacturer. They are used to set forth and convey prospective bidders the general style, type, character, and quality of equipment desired and that equivalent products will be acceptable.

It is the intent of BREC to award items as an all or none.

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 https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/pubmain.cfm 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.

Bid Response Format

- A) The bid response should include the price for the purchase price for each model and feature of equipment specified or approved equal.
- B) Installment Purchase: Terms, interest rates and payments must be inclusive with bid for inhouse financing of the equipment purchased payable in forty-eight (48) equal monthly payments with end of installment payment buyout. An amortization schedule shall be submitted for the installment purchase.

Equipment Warranty

BREC requires that equipment purchased through this sealed bid be certified for Original Equipment Manufacturer (OEM) maintenance and warrantied for a period of two years. The warranty shall include parts and labor and shall be available twenty-four (24) hours a day, seven (7) days per week, inclusive of holidays with a maximum of four (4) hour response time, inclusive of travel time for remedial maintenance.

Equipment Standard of Performance

All equipment may be subject to the standard of performance stated below.

Final terms and conditions of this standard may be negotiated with the successful bidder. BREC proposes the following:

Equipment shall not be accepted and payment shall not be made until the standard of performance is met. The date of acceptance should be the first day of the successful performance period.

The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the Contractor's bid at an effectiveness level of 99.5% or more.

In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test should continue on a day- to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.

If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, BREC may at its option request a replacement, or terminate the order. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure down time. Operational use time for performance testing for a system is defined as the accumulated time during which the critical components are not down when scheduled for operation. The system failure down time is that period of time when the system is inoperable due to equipment failure and productive work being utilized for acceptance testing cannot be conducted.

Down time for each incident shall start from the time BREC contacts the Contractor's designated representative until the equipment is returned to BREC in proper operating condition.

BREC shall maintain daily records to satisfy the requirements of standard of performance and acceptance of equipment.

	JOHN DEERE 7500A Precis	onCut Fairway Mow	er .
-lours: Stock Numbe	r:		
Code	Description	Qty	
151ATC	7500A PrecisionCut Fairway Mower	2	
	Standard Options	- Per Unit	
001A	United States and Canada	2	
183B	Less JDLink™ Hardware	2	•
0443	All Other countries (English/Spanish)	2	
1201	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	2	
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	2	
1400	QA5 Cutting Unit ONLY Counterweights	2	
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Rollers	2	
9764	Canopy	2	
	Other Cha	aes	
	Freight	2	
	Setup	2	
	Contra 1,5% 00-00-150-1	2	

	JOHN DEERE 7700A Precis	ionCut Fairway Mower
lours: tøck Number:	, :	•
Code	Description	Qty
142ATC	7700A PrecisionCut Fairway Mower	2
	Standard Option	s - Per Unit
A100	United States and Canada	2
1638	Less JDLink™ Hardware	2
0443	All Other countries (English/Spanish)	2
1190	2WD Traction Unit	2

1208	Quick Adjust 7 (QA7) 8-blade Cutting	2	
1305	Units 76.2 mm (3-in.) Diameter Heavy Duty	2	
1401	Grooved Disc Rollers QA7 Cutting Unit ONLY		
	Counterweights	2	
9764	Canopy	2	
9849	(5) 55.9 cm (22-in.) Rear Roller Scrapers (Solid) for QA5 or QA7 with 50.8 mm (2-in.) Smooth Rear Rollers	2	
	Other Char	jes	•
	Freight	2	
	Setup	2	
	Contra 1.5% 00-00-150-1	2	

	JOHN DEERE 2550 Precisi	onCut Triple:	x Mower
Hours:		•	
Stock Numbe	r:		1
Code	Description	Qty	
1162TC	2550 PrecisionCut Triplex Mower	Qty 4	
	Standard Options		
001A	United States and Canada	4	
183B	Less JDLink™ Hardware	4	
0443	All Other Countries (English / Spanish)	4	
1040	Balloon Rounded Edge Smooth Tires and Wheels (20x10.00-10, 4 ply)	4	
1190	Two-Wheel Drive (2WD)	4	
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	4	
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	4	
1400	Cutting Unit ONLY Counterweights	4	
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	4	
2009	Standard Seat	4	

3202	Cutting Unit Attaching Yokes and Direct Mounted (Bullhorn) Molded One Piece Grass Catchers	4	
9766	LED Work Light Kit	4	and the second s
	Other C	narges	
	Freight	4	
	EnviroCrate	4	
	Setup	4]
	Contra 1.5% 00-00-150-1	4	

	JOHN DEERE 2550 Precision	onCut Triplex Mower	
Hours:		-	
Stock Numbe	r:		
Code	Description		
1162TC	2550 PrecisionCut Triplex Mower	Qty 4	
	Standard Options	*	
001A	United States and Canada	4	1
183B	Less JDLink™ Hardware	4	Į
0443	All Other Countries (English / Spanish)	4	
1040	Balloon Rounded Edge Smooth Tires and Wheels (20x10.00-10, 4 ply)	4	l
1190	Two-Wheel Drive (2WD)	4	
1214	Quick Adjust 5 (QA5) 14-blade Cutting Units	4	
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	4	
1408	Culting Unit and FTC / GTC ONLY Counterweights	4	
1601	50,8 mm (2-in.) Diameter Machined Smooth Solid Rollers	4	
2009	Standard Seat	4	
3202	Cutting Unit Attaching Yokes and Direct Mounted (Builhorn) Molded One- Piece Grass Catchers	4	
9743	FTC / GTC / Front Rotary Brush Gear Drive	4 .	
9766	LED Work Light Kit	4	

9801	Front Rotary DT Brush	4	•	
				•
	Other	Charges	•	
	Freight	4		•
	EnviroCrate	4	,	
	Setup	4		
	Contra 1.5% 00-00-150-1	A		

PRICING SHEET FOR INSTALLMENT PURCHASE

ITEM NO.	DESCRIPTION	QUANTITY	Unit Price	Extended Price
1.	JOHN DEERE 7500A Precision Cut Fairway Mower or Approved Equal State Brand and Model # Bidding:	2	\$EA	\$
2.	JOHN DEERE 7700A Precision Cut Fairway Mower or Approved Equal State Brand and Model # Bidding:	2	\$EA	\$
3.	JOHN DEERE 2550 Precision Cut Triplex Mower or Approved Equal State Brand and Model # Bidding:	4	\$EA	\$
4.	JOHN DEERE 2550 Precision Cut Triplex Mower or Approved Equal State Brand and Model # Bidding:	4	\$EA	\$

COST SHEET FOR INSTALLMENT PURCHASE AGREEMENT

INHOUSI	EFINANCING		
	Monthly installment		
	Interest Rate	<u></u>	
	Pay out at end of installment		
Tot	al with 48 months installments:		

Installment Purchase: Terms, interest rates and payments must be inclusive with bid for inhouse financing of the equipment purchased payable in forty-eight (48) equal monthly payments with end of installment payment buyout. An amortization schedule shall be submitted for the installment purchase.

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.

BIDDER'S ORGANIZATION

BIDDER IS:					
<u>AN INDIVIDUAL</u>					
Individual's Name:	-N				
Doing business as:					
Address:					
Telephone No.:					
<u>A PARTNERSHIP</u>					
Firm Name:	1,111				
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:			
<u>A CORPORATION</u>					
IF BID IS BY A CORPORATION, T	HE CORPORATE RESOLUTIO	ON MUST BE SUBMITTED WITH BID.			
Corporation Name:	***************************************				
Address:			 		
State of Incorporation:					
Name of person authorized to sign:					
Title:					
Talanhana No :	Foy No.	Email			

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

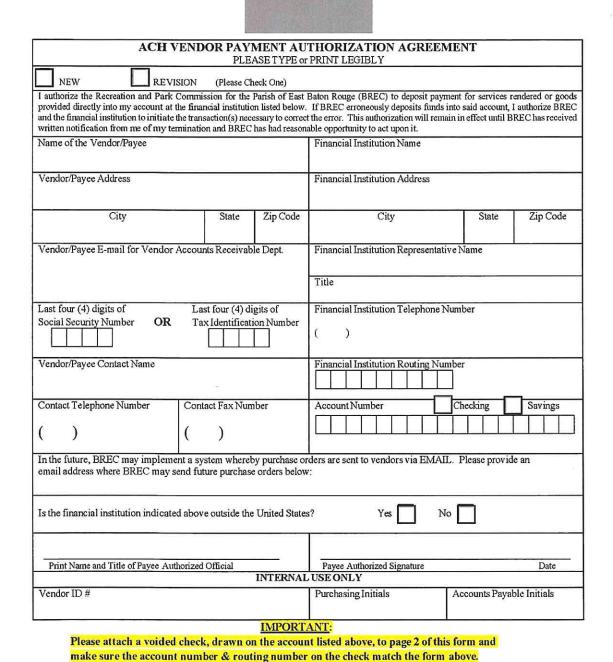
CORPORATE RESOLUTION

A meeting of the Board of Dire	ctors of		
a corporation organized under	the laws of the State of		
and domiciled in	was held this	day	
,2019 and was attended by a q	uorum of the members of the Board of	Directors.	
The following resolution	n was offered, duly seconded and after	r discussion was unanimo	usly adopted by said quorum:
BE IT RESOLVED, that			
is hereby authorized to submit Baton Rouge.	proposals and execute agreements on b	ehalf of this corporation w	ith BREC, for the Parish of Eas
	et said authorization and appointment ctors and that said revocation will not to esolution, duly certified.		
l,, hereby cer	tify that I am the Secretary of		
that the foregoing is a true and Directors of said corporation at	e laws of the State ofdor exact copy of a resolution adopted by a meeting legally called and held on the l Minutes of the Board of Directors in r	a quorum of the Board of ne day of	
Thisday of	_, 20		
	SECRETARY		

AFFIDAVIT

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

BEFORE ME , the undersigned authority, personally cam	e and appeared
who, being duly sworn did depose and say:	
That he is a duly authorized representative of	
receiving value for services rendered in connection with:	
(Business Name)	
a public project of BREC, Parish of East Baton Rouge, Louisiana: corporation, firm, association, or other organization, either directl under which he received payment, other than persons regularly en with the construction, alteration, or demolition of the public build contract were in the regular course of their duties for him; and that him was paid or will be paid to any person, corporation, firm, assot the contract, other than the payment of their normal compensation whose services in connection with the construction of the public bof their duties for him. This affidavit is executed in compliance with the provisions of LA.	y or indirectly, to secure the public contract imployed by him whose services in connection ing or project or in securing the public at no part of the contract price received by ociation, or other organization for soliciting in to persons regularly employed by him building or project were in the regular course
Affiant's Sign	nature
SWODN TO AND SUDSCOUDED before me on this	of 20 Poton
SWORN TO AND SUBSCRIBED before me, on thisday o Rouge, Louisiana.	. <u>20</u> . Daton
NOT	ARY PUBLIC



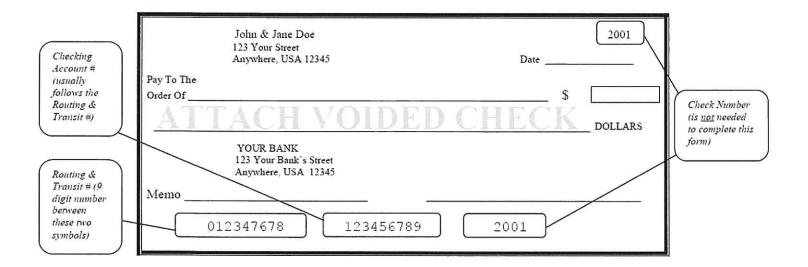
Please return both pages of this completed form to us via email at: Vendors@BREC.org

FIN-A-0001 [Last Revised 03/2016]

1981IMPORTANT:

Please attach a voided check below and make

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ACH Vendor Payment Authorization Frequently Asked Questions

FAO's

Here are some frequently asked questions and answers:

- O. 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 Reuge (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.I vendors that provide goods and/or services to BREC who are now being paid by check through BREC's Accounts Payable Department.
- Q. What steps should I take to assure that my payment is deposited to my account?
- A. Verify with your financial institution that the routing number used for wires into your account is the same as indicated on your check. If it is not the same, please obtain and provide the correct routing number from your financial institution.
- Q. When will my payment be deposited in my account?
- 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 ACHI Network. You may learn more at www.nncha.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 o-mail notifying them of the upcoming deposit.
- Q. What happens if I change financial institutions and/or
- 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 like Adultivation Agreement and a violed rices, 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.
- 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 pakl 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 Plus format.

- - the bank account holder's name
 - the bank account number
 account number
 financial institution's name

 - routing number
 Send the signed agreement and voided check
 to: Vendors@BREC.org

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



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

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