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

Seal Bid#: 1814
Annual Contract for Recycling Dumpster Services
File#: H-01256

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 29, 2021 @ 11:00 A.M. (CST)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge
November 10, 2021 & November 17, 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.

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. 35)

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. 35)

7. Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities and/or bid specifications herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected. Any bidder modifications to published terms and conditions of BREC bids may also cause bid to be rejected.

8. A Purchase Order or written contract is the **only** binding contract to be issued against this bid. Signing of vendor's forms is not allowed.

9. **All bid prices must be typed or written in ink**, unless submitted electronically through our electronic bid system. Any corrections, erasures or other forms of alteration to unit prices should be **initialed** by the bidder.

10. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.

11. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. BREC's payment terms is Net 30. Invoices are to reference the purchase order or contract number issued for each delivery or service rendered, as this number will change on each request for product or service rendered. Invoices are to be emailed to: accountspayable@brec.org

12. By signing the bid, the bidder certifies compliance with all Instructions to Bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. Other means of submittal is through our electronic bid system. (See #4.)

13. BREC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

14. Prices: Unless otherwise specified by BREC in the bid, bid prices must be complete, including transportation prepaid by bidder to destination and bid prices shall be firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than FOB Destination may be rejected.

15. BREC is exempt from all state and local sales and use taxes.

16. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply, unless otherwise specified in the solicitation.

17. BREC reserves the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including, but not limited to, the following: a) Failure to deliver within the time specified in the contract; b) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; c) Misrepresentation by the contractor; d) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BREC; e) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; f) Any other breach of contract, with ten (10) days written notice.

18. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

19. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.

20. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.

21. BREC is an Equal Opportunity Employer. The Bidder is encouraged to utilize minority participation in this contract to the extent possible using small, disadvantaged and women-owned businesses as suppliers or subcontractors.

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

23. Renewal Terms: If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods. BREC will seek renewal from the successful contractor with sixty (60) days of expiration of initial contract term, and thereafter, with in sixty (60) days of the expiration of subsequent renewal contract terms.

24. If bidding other than as specified, sufficient literature should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

25. Vendor is to return **all** pages of bid.

26. ***Purchase Order Numbers are required for all materials and supplies ordered by BREC. No order is to be accepted by a vendor unless a valid Purchase Order number is obtained by BREC employees prior to purchase request, and given to vendor. Invoices that do not have a valid Purchase Order Number listed on the invoice are not authorized purchases and will be returned to the vendor.***

27. In order to receive ACH payments, you must complete the attached ACH Vendor Payment Authorization Agreement form. Please return the completed form with bid packet or by emailing vendors@brec.org.

28. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

29. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

30. Terms and Conditions: This bid contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this bid and governed by the laws of the State of Louisiana as required by Louisiana Law.

31. Certification of no suspension or debarment. By signing and submitting any bid for $25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov.

32. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES____NO____If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim. Indicate where in Louisiana your is being obtained: _____ _____.

33. BREC reserves the right to add additional dumpsters and services at new locations, discontinue services at existing locations, and/or change the frequency of services at any location throughout the term of the awarded contract at the prices submitted in this bid.

34. Please note Attachment A for the present locations, number of dumpsters and frequency of services.

35. Due to the COVID-19 emergency situation, BREC will allow in-person attendance by vendors at public bid openings for bids published by our office. Face mask or face coverings are MANDATORY for attendance.

PO# 20211799

PUBLISHED – LEGAL
11/10/21 & 11/17/21
BIDS TO BE OPENED:
November 29, 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 **November 29, 2021 @ 11:00 AM** local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

SB 1814 – Annual Contract for Recycling Dumpster Services

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.

RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

_____
/s/ Corey Wilson, Superintendent

THE ADVOCATE
BATON ROUGE, LOUISIANA

To be Published Two Times: November 10, 2021; November 17, 2021

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge	BID DUE DATE & TIME **Date: November 29, 2020** **11:00 A.M. CST**

TITLE: Sealed Bid 1814 **Annual Contract for Recycling Dumpster Services**	**RETURN BID TO:** PURCHASING DEPARTMENT RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE (BREC) 6201 Florida Blvd Baton Rouge, LA 70806
File No: H-01256	
Ad Dates: **November 10, 2021 & November 17, 2021**	**Inquiries to be directed to:** **Richard Terrell** **Telephone – 225-272-9200, Ext. 1422** **Fax – 225-273-6406** **Email: Richard.Terrell@brec.org**
VENDOR NAME	MAILING ADDRESS
REMIT TO ADDRESS	CITY, STATE, ZIP
TELEPHONE No. FAX No.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
AUTHORIZED SIGNATURE	PRINTED NAME

ENUMERATE ADDENDA RECEIVED (if any) _____

DELIVERY _____DAYS MAXIMUM AFTER RECEIPT OF ORDER.

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

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

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

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

Pricing Sheet SB #1814

The specification describes the minimum requirements. Bidders should identify whether the proposed product bidding comply with the minimum requirements and identify any deviations to the requirements.

ITEM	DESCRIPTION	SERVICES PER WEEK	UNITS	PRICE	EXTENDED PRICE
1	4 Yard Recycle Dumpster	1	MO		
2	4 Yard Recycle Dumpster	2	MO		
3	8 Yard Recycle Dumpster	1	MO		
4	8 Yard Recycle Dumpster	2	MO		
5	Delivery Fees for New Dumpster		EA		
6	Extra Dump Fees (for on demand extra services as needed)		EA		
				Total_____	

ATTACHMENT A - RECYCLING SERVICES
(Location, Size, and Frequency)

Park	Address	No. of Dumpsters	Size of Can (4 yd. or 8 yd.)	Weekly Pickups	Every Other Week Pickups
N. Sherwood Forest Community Park	3140 N. Sherwood Forest Dr. - BR	1	8 yd		X
Zachary Community Park	2005 Old Scenic Hwy - Zachary	1	8 yd		X
Greenwood Community Park	13350 Hwy 10 - BR	1	8 yd		X
Howell Community Park	5509 Winbourne Ave. - BR	1	8 yd		X
City-Brooks Community Park	1515 Dalrymple Dr. - BR	1	8 yd	X	
Independence Community Park	7711 Goodwood Blvd. - BR	1	8 yd	X	
Perkins Road Community Park	7122 Perkins Road - BR	1	8 yd	X	
Forest Community Park	13960 S. Harrell's Ferry Road - BR	1	8 yd	X	
Womack Building	6201 Florida Blvd. – Baton Rouge	1	8 yd.	X	
Highland Road Community Park	14024 Highland Road - BR	1	8 yd	X	
Burbank Soccer Complex	12400 Burbank Dr. - BR	1	8 yd	X	
Oak Villa Sports Complex	2615 Oak Villa Dr. - BR	1	8 yd	X	
Central Sports Complex	10501 Lovett Road - BR	1	8 yd	X	
Baton Rouge Zoo	3601 Thomas Road - BR	1	4 yd	X	

SEALED BID # 1814 BREC Annual Contract for Recycling Dumpster Services

The purpose of this Invitation to Bid is to procure pricing for Dumpster Services at various BREC parks and facilities located throughout the Parish of East Baton Rouge

Successful bidder must assure that an adequate supply of the items is available during the entire contract. If bidder is unable to supply adequate supply for any reason, BREC reserves the right to purchase these items wherever it is available.

Please bid on the items your company can furnish. Please mark your bid "No Bid" on the items your company cannot furnish. BREC reserves the right to buy from the plant nearest to the job location but reserves the right to buy from any plant under contract regardless of locations.

Contract Term: The initial contract term for this bid will be January 1, 2022 through December 31, 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 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.

Vendor's pricing shall be all inclusive, including delivery, freight, and shipping cost. No additional costs shall be billed to BREC. Any discrepancy in invoices and/or payments, should be directed to the Purchasing Office.

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

Inquiries concerning this bid are to be directed as follows:

Hand Delivered or by Courier
BREC/Purchasing Office
ATTN: Lori Foreman
6201 Florida Blvd.
Baton Rouge, LA 70806
By email: Lori.Foreman@brec.org
By fax: (225) 273-6406

Delivery by United States Postal Services
BREC/Purchasing Office
ATTN: Lori Foreman
6201 Florida Blvd.
Baton Rouge, LA 70806

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

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.

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

CONTRACTOR/CONSULTANT COMPANY NAME: _____

By: _____ Date: _____
(Contractor signature)

_____
(Printed Name)

_____ (____) _____
(Address) (Phone #)

_____ (____) _____
(Email Address) (Fax #)

By: _____ Date: _____
(BREC Director/Assistant Director)

_____
(Printed Name)

BREC Contact Person:

_____
(Address)

_____

(____) _____
(Phone #)

_____ (____) _____
(Email Address) (Fax #)

By: _____ Date: _____
(BREC Superintendent)

_____
(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 of _____, 2020 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.:_____