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

Sealed Bid#: 1827
Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites
File#: J-00206

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: March 10, 2023 @ 11:00 A.M. (CST)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge
February 22, 2023 & February 28, 2023

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.

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.

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 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. 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.

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 DBEs. By providing equitable opportunities for 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.

Bidders should present a responsible plan that provides for participation of qualified DBEs. Bidders should clearly state DBE participation goals and their plan for implementation of the same in their proposals. Bidders should also include information relative to the participation levels managed on other prior projects.

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.

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: _____ _____.

PO# 20230000

PUBLISHED – LEGAL
2/2/23 & 2/28/23
BIDS TO BE OPENED:
March 10, 2022 @ 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 **March 10, 2022 @ 11:00 AM** local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

SB 1827 – Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites

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: February 22, 2023; February 28, 2023

6 SB# 1827 Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge	BID DUE DATE & TIME **Date: March 10, 2023** **11:00 A.M. CST**

TITLE: Sealed Bid 1827 **Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites**	**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: J-00206	
Ad Dates: **February 22, 2023 & February 28, 2023**	**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.

SEALED BID # 1819 BREC Annual Contract for Swimming Pool Chemicals for Delivery to BREC Sites

Purpose

The purpose of this Invitation to Bid is to procure pricing from vendors to provide swimming pool chemicals to various BREC park swimming pool 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.

If by any means "a delivery area" is deemed inaccessible by pump trucks, drum transport (or other options) to the delivery destination will be provided by the vendor.

COMPLY

_____YES _____NO (RESPONSE REQUIRED BY VENDOR)

Goals and Objectives

The Recreation Department desires to enter into a contract with qualified firm(s) to provide chemicals that meet BREC's pool chemical quality standards, in order to provide safe and functional pools that meet the needs and desires of our patrons.

Contract Term: The initial contract term for this bid will be **April 1, 2023 through March 31, 2023,** 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: 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://wwwcfprd.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.

PRICING SHEET

Part A: BREC North Sherwood Forest Maintenance Shop
3140 N. Sherwood Forest Drive, Baton Rouge, LA 70814
Vendor is responsible for storing product until an order is made for delivery.

ITEM NO.	DESCRIPTION	QUANTITY	TOTAL
1.	***Calcium Hypochlorite Tablets, 3", See Attachment A for Product Information, 55# Containers Only** (Samples may be required, and if so, must be submitted within 3 days of request)	**1,000 # Minimum 3,000 # Maximum**	**$_____ LB**
2.	**Granular Chlorine, 100 # Drum**	**2,000 #**	**$_____ LB**
3.	**Aluminum Sulfate, 50 # Bag**	**500 #**	**$_____ LB**
4.	**Calcium Chloride, 50 # Bag**	**1,800 #**	**$_____ LB**
5.	**Muriatic Acid, One Gallon Containers 4/CS**	**1,100 GAL**	**$_____ GAL**
6.	**Isocyanuric Acid, 50 # Bag**	**1,000 #**	**$_____ LB**

Chemicals will be purchased on an "As Needed" basis. Each purchase will require a **Separate Purchase Order Number.**

Part B:

Brooks Pool: 1650 Eddie Robinson Sr. Dr.
Baton Rouge, LA 70802

Anna T. Jordan Pool: 1750 Stilt Street
Baton Rouge, LA 70807

- ✓ PRODUCT LISTED BELOW TO BE DELIVERED IN A TANKER TRUCK NOT LARGER THAN 5,000 GALLONS TO MANEUVER TIGHT TURNS IN DRIVEWAY ENTRANCE.
- ✓ TANKER TRUCK TO HAVE AT LEAST A 100 – 150 HOSE REEL TO DELIVER PRODUCT INTO (2) 50 GALLON TANKS.
- ✓ SITE MUST BE CLEAN AND FREE FROM SPILLAGE. IF SPILL OCCURS VENDOR IS RESPONSIBLE FOR CONTAINMENT AND CONTACTINGSITE MANAGER IMMEDIATELY, BEFORE DELIVERY TICKET CAN BE SIGNED.
- ✓ LIQUID CHEMICALS MUST BE FREE OF DEBRIS AND SCREENED, IF NEEDED.

Any contaminated product material will need to be repaired/replaced at the vendor's expense. The vendor will also pay any associated clean-up needed of tank, equipment, or feed lines, along with new product.

DELIVERY SCHEDULE WILL BE WEEKLY BEGINNING APRIL 1ST THRU THE WEEK OF AUGUST 10TH
AFTER SEASON SCHEDULE THE DELIVERY IS AS NEEDED

ITEM NO.	DESCRIPTION	QUANTITY	TOTAL
7.	**Liquid Chlorine Sodium Hypochlorite for Swimming Pools (50-gallon plastic holding tanks onsite) Additional amounts for delivery as needed.**	**350 GAL**	**$_____ GAL Per month Minimum 1000 GAL Per Month**
8.	**Muriatic Acid, Bulk for 35 Gallon Drums**	**150 GAL**	**$_____ GAL Per Month Minimum 400 GAL Per Month Maximum**

Part C: BREC'S Liberty Lagoon Water Park
111 Lobdell Avenue, Baton Rouge, LA 70806

- ✓ PRODUCT LISTED BELOW TO BE DELIVERED IN A TANKER TRUCK NOT LARGER THAN 5,000 GALLONS TO MANEUVER TIGHT TURNS IN DRIVEWAY ENTRANCE, **SEE ATTACHMENT B**.
- ✓ TANKER TRUCK TO HAVE AT LEAST A 100 FEET HOSE REEL TO DELIVER PRODUCT INTO 1000 GALLON TANK **(ITEM 9)** AND/OR FOUR (4) 55 DRUMS **(ITEM 10)**
- ✓ SITE MUST BE CLEAN AND FREE FROM SPILLAGE. IF SPILL OCCURS VENDOR IS RESPONSIBLE FOR CONTAINMENT AND CONTACTING SITE MANAGER IMMEDIATELY, BEFORE DELIVERY TICKET CAN BE SIGNED.
- ✓ LIQUID CHEMICALS MUST BE FREE OF DEBRIS AND SCREENED, IF NEEDED.

Any contaminated product material will need to be repaired/replaced at the vendor's expense. The vendor will also pay any associated clean-up needed of tank, equipment, or feed lines, along with new product.

DELIVERY SCHEDULE WILL BE WEEKLY BEGINNING APRIL 1ST THRU THE WEEK OF SEPTEMBER 6TH
AFTER SEASON SCHEDULE THE DELIVERY IS AS NEEDED

LIBERTY LAGOON
Delivery Contact: Daniel Burg, Liberty Lagoon Manager
Office (225) 923-3202
Daniel.Burg@brec.org

ITEM NO.	DESCRIPTION	QUANTITY	TOTAL
9.	**Liquid Chlorine Sodium Hypochlorite for Swimming Pools.** **(1000 Gallon Container on Site)** **Total Over Six (6) Months up to 24,000 Gallons** **Additional amounts will be needed for delivery year-round.**	**2,000 GAL**	**$_____ GAL** **Per month Minimum** **4000 GAL** **Per Month Maximum**
10.	**Muriatic Acid, Bulk for 35 Gallon Drums** **TOTAL OVER SIX MONTHS UP TO 2,400 GALLONS** **Additions amounts will be needed for delivery year round.**	**150 GAL**	**$_____ GAL** **Per Month Minimum** **400 GAL** **Per Month Maximum**
11.	**Granular Chlorine 100 # drum**	**18,000# minimum – 30,000# maximum**	**$_____ LB**
12.	**Calcium Chloride 50# bag**	**1,000# minimum – 2,000# maximum**	**$_____ LB**
13.	**Isocyanuri Acid 50# bag powder**	**2,000 # minimum – 4,000# maximum**	**$_____ LB**

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:

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_____, 21

_____

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 ☐☐☐☐ **OR** Last four (4) digits of Tax Identification 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 ☐ No ☐

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

INTERNAL USE ONLY

Vendor ID #	Purchasing Initials	Accounts Payable Initials

IMPORTANT:

Please attach a voided check, drawn on the account listed above, to page 2 of this form and make sure the account number & routing number on the check match the form above.
Please return both pages of this completed form to us via email at: Vendors@BREC.org

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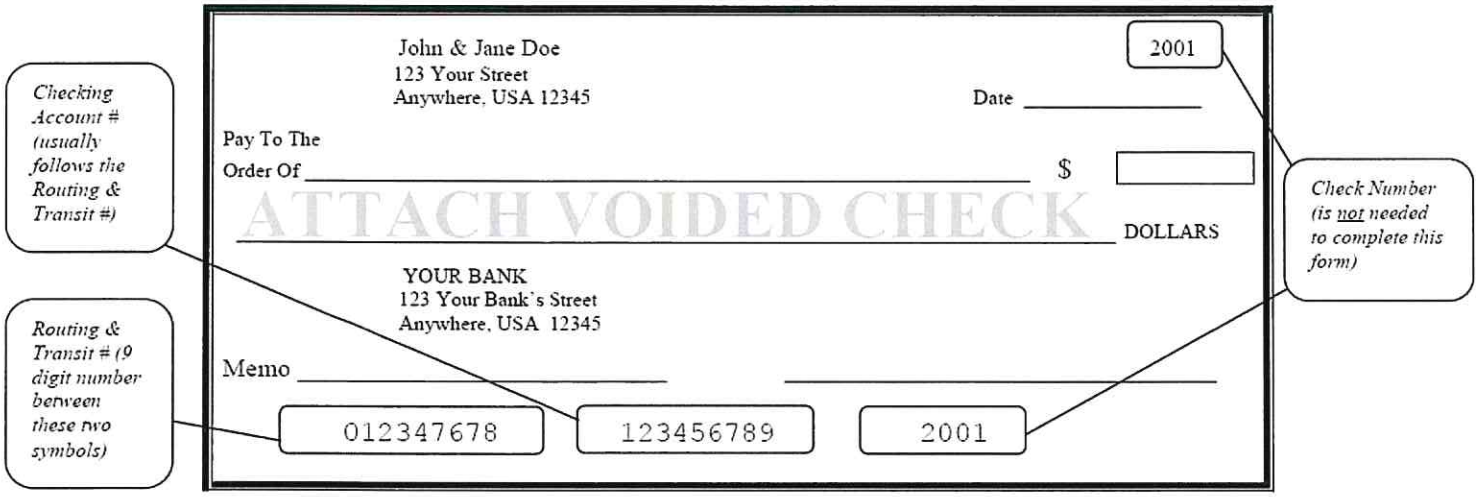
1981IMPORTANT:

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



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

ACH Vendor Payment Authorization
Frequently Asked Questions

FAQ's

Here are some frequently asked questions and answers:

Q. What is ACH Vendor Payment?

A. ACH Vendor Payment is a system that deposits payment for goods and/or services that you have sold to the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) directly into your account at any financial institution that is a member of the Automated Clearing House Network.

Q. Who is eligible for ACH Vendor Payment?

A. All vendors that provide goods and/or services to BREC who are now being paid by check through BREC's Accounts Payable Department.

Q. What steps should I take to assure that my payment is deposited to my account?

A. Verify with your financial institution that the routing number used for wires into your account is the same as indicated on your check. If it is not the same, please obtain and provide the correct routing number from your financial institution.

Q. When will my payment be deposited in my account?

A. Your payment will be deposited into your account based on the settlement date referenced on your direct deposit advice e-mail.

Q. Is my payment safe?

A. Billions of ACH transactions are transmitted successfully across the country. This could not be done without numerous checks and balances built into the system. NACHA manages the development, administration, and governance of the ACH Network. You may learn more at www.nacha.org.

Q. What do I do if for some reason my payment is not deposited into my account?

A. One of the advantages of the ACH Network is that all transactions are traceable. Simply contact the Accounts Payable Supervisor at (225) 272-9200, and ask that your payment be traced, starting with the originating financial institution.

Q. After I apply for ACH Vendor Payment, how soon can I expect to participate?

A. The target implementation date for changing over to ACH Vendor Payment is December 31, 2015. Beyond this date, most payments made by BREC to its vendors will be made via ACH transaction. However, as BREC transitions from the old "paper" method of paying vendors to ACH Vendor Payment, *some* vendors may begin to receive their payments via ACH transaction before December 31, 2015. In all cases, before a vendor receives their first payment via ACH transaction, they will receive an e-mail notifying them of the upcoming deposit.

Q. What happens if I change financial institutions and/or accounts?

A. In the event that you change financial institutions, or account numbers within the same financial institution, simply provide a new ACH Vendor Payment Authorization Agreement and a voided check, and mark the "Revision" box at the top. Until your account change has been completed, you may receive your payment by mail. It is the vendor's responsibility to advise BREC of any changes and to do so in a timely manner. BREC requires fifteen (15) working days to process changes.

Q. What if I want my payment to be forwarded to a financial institution outside the United States?

A. If you receive payments via direct deposit which are forwarded from a U.S. financial institution to a financial institution outside the U.S., please indicate YES in the ACH Vendor Authorization Agreement form and contact the Accounts Payable Supervisor at (225) 272-9200.

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

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

Q. What do I need to do?

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

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

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

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

ATTACHMENT A

INFORMATION/SPECIFICATION SHEET

ITEM NUMBER ONE: CALCIUM HYPOCHLORITE TABLETS - 3"

BREC IS USING A PPG INDUSTRIES (ACCU-TAB WATER CHLORINATING SYSTEM) CAL-HYPO CHLORINATING SYSTEM IN OUR SWIMMING POOLS.

NEW BUCKET/PAIL LABEL IS ACCU-TAB BLUE TABLETS, PACKAGED IN 55#.

PRODUCT NAME: ACCU-TAB7BLUE CALCIUM HYPOCHLORITE TABLETS

Materials Safety Data Sheet

1. Chemical Product and Company Identification

Product Name: **Accu-Tab® Blue Calcium Hypochlorite Tablets with SI**
Product ID: **16903**
Synonyms: **Calcium Hypochlorite Tables; Cal Hypo Tablets; Ca(OCI)2; MSDS NO. 0407**
Issue Date: **10/09/2007**
Edition No: **10**

PPG Industries, Inc.
One PPG Place, Pittsburg, PA 15272, USA
24-hour Emergency Telephone Number: 1-412-434-415
For Product Information (8 am – 5 pm Eastern Time): 1-800-245-2974 (Cal Hypo)

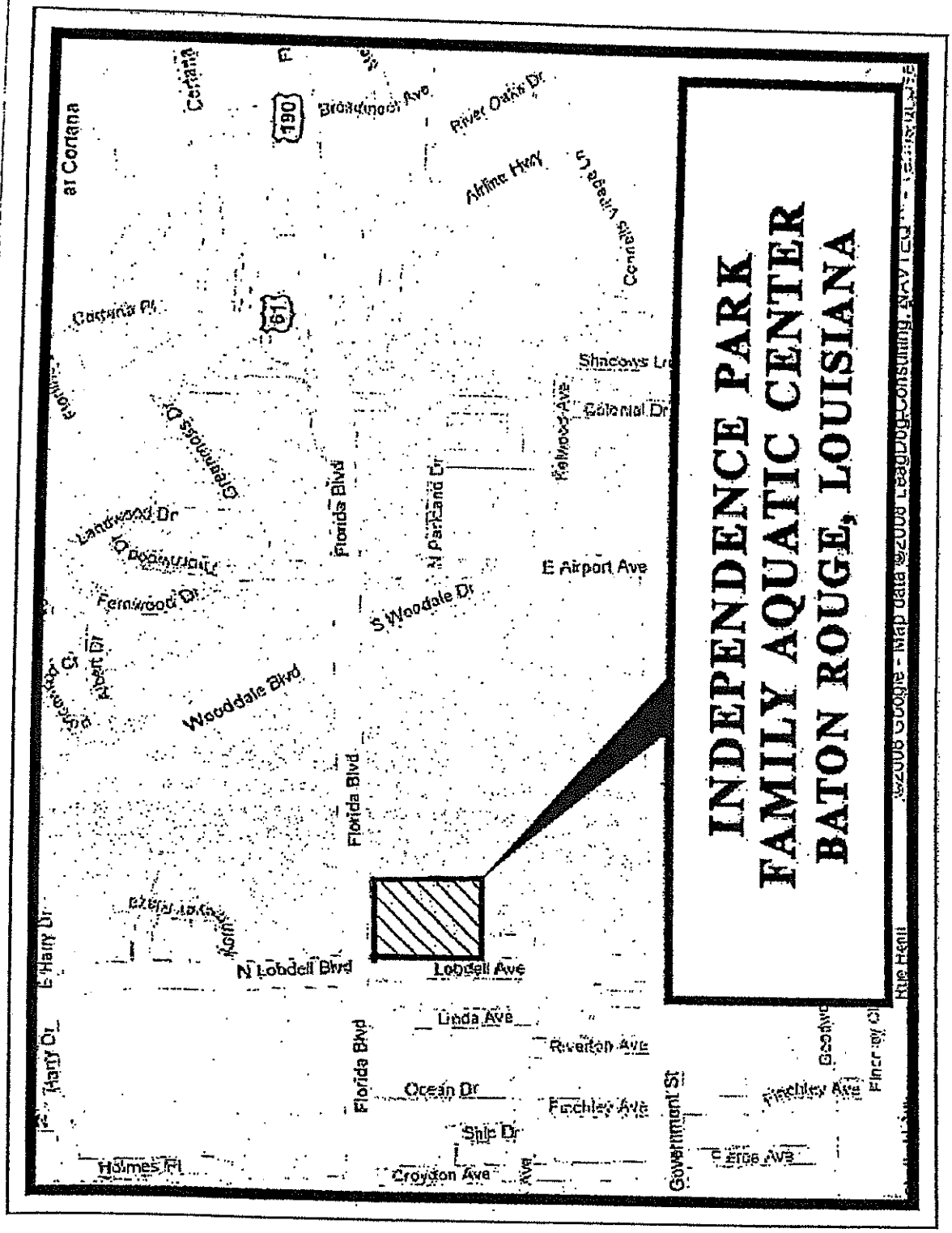
Preparer: **Product Safety, Chemicals**

2. Composition/Information on Ingredients

Material/CAS Number	Percent
Calcium Hypochlorite 7778-54-3	>65
Calcium Chlorate 10137-74-3	<2
Calcium Carbonate 471-34-1	<2
Calcium Hydroxide 1035-62-0	<2
Magnesium 7439-95-4	0.1834

Note: Minimum 65% Available Chlorine. 35% inert ingredients (includes 5.5-8.5% water).

ATTACHMENT B



LOCATION MAP
NOT TO SCALE