REQUEST FOR PROPOSAL
FOR
CAMP TRANSPORTATION SERVICES

Solicitation No: 218

Proposal Opening Date: May 1, 2023

Proposal Opening Time: 11:00 A.M. CT

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

NOTE TO PROPOSERS:

1) Submit the separate set of Proposal Forms with all required information as your Proposal.
2) Retain the complete set of Specifications and Contract Documents for your file.

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REQUEST FOR PROPOSAL
FOR
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RFP NO. 218

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC), Recreation Department operates up to 50 camps per year with each camp having between 40-50 campers daily. The time period is generally June, July, and 1st week of August; but is not limited to summer (may use 2-3 days/month during the year). Modifications due to acts of nature and/or programming. The Recreation Department does not discriminate based on sex, creed, color or handicap and is responsible for accommodating all campers with disabilities. Please provide pricing based on both basic and handicap equipped busing.

1.1.1 Purpose

BREC's Recreation Department seeks Proposals from qualified Respondents interested in providing student transportation services as described in this RFP. The purpose for this proposal is multi-faceted. The Recreation Department will demand safe, reliable, and efficient service as well as provide accommodations for our campers with disabilities.

1.1.2 Goals and Objectives

BREC's Recreation Department seeks to award contract(s) to provide service to the best combination of proposers who will deliver the most efficient service and value to BREC.

1.2 Definitions

A. Shall- The term "shall" denote mandatory requirements

B. Must- The terms "must" denote mandatory requirements.

C. May- The term "may" denote an advisory or permissible action.

D. Should-The term "should" denote desirable.

E. Contractor- Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of BREC authorized to participate in any contract resulting from this solicitation.

G. BREC- The Recreation and Park Commission for the Parish of East Baton Rouge, also referred to as The Commission.

1.3 Schedule of Events

Item	*Anticipated Schedule*
RFP e-mailed to prospective proposers	*March 27, 2023*
Deadline to receive written inquiries	*April 3, 2023*
Deadline to answer written inquiries	*April 10, 2023*
Proposal Opening Date (deadline for submitting proposals)	*May 1, 2023*
Oral discussions with proposers	*To be scheduled*
Notice of Intent to Award to be mailed	*To be scheduled (approx. 2-4 weeks after # 5-6)*
Contract Initiation	*Upon Issuance of #7*

NOTE: BREC reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Physical Proposals:

Important - - Clearly mark the outside of envelope, box or package with the following information and format:

X **Proposal Name:** **Request for Proposal – Camp Transportation Services**

X **Solicitation No.** **218**

X **Proposal Opening Date & Time: May 1, 2023 at 11:00 A.M. CT**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

BREC
Recreation and Park Commission for the Parish of East Baton Rouge
6201 Florida Blvd
Baton Rouge, LA 70806

Or mailed to:

BREC
Recreation and Park Commission for the Parish of East Baton Rouge
6201 Florida Blvd
Baton Rouge, LA 70806

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSSUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter a contract with BREC. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

   1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or

   2. An individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or

   3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. BREC encourages Minority and Women Owned Business Enterprises to participate in its procurement and contracting opportunities. As such, BREC will give preference in scoring for the participation and inclusion of Disadvantaged Business Enterprises (DBE). DBE Eligibility:

- o WOMAN OR ETHNIC MINORITY: BLACK/AFRICAN AMERICAN, HISPANIC-/LATIN-AMERICAN, AMERICAN INDIAN/ALASKAN NATIVE, ASIAN AMERICAN OR PACIFIC ISLANDER
- o THE ELIGIBLE OWNER MUST CONTROL THE FIRM'S MANAGERIAL AND DAY-TO-DAY OPERATIONS;
- o THE ELIGIBLE OWNER(S) MUST OWN AT LEAST 51% OF THE BUSINESS;
- o THE ELIGIBLE OWNER MUST HAVE BOTH THE LEGAL AUTHORITY AND TECHNICAL ABILITY TO CONTROL THE FIRM. IF THE STATE OF LOUISIANA REQUIRES A PROFESSIONAL LICENSE TO PERFORM THE FIRM'S LINE OF WORK, THE ELIGIBLE OWNER MUST HOLD THIS LICENSE, EVEN IF THE OWNER IS NOT THE ONE PERFORMING THE WORK

C. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.

D. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.

E. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

F. **Financial Proposal:** Proposer's fees and other costs shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC, including hardware, software, and implementation and training services as well as any other proposed services. It should also include all one-time and on-going costs.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response; one (1) electronic copy of the proposals (flash drive). Five (5) additional hard copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements.

Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer because of or in connection with the submission of this proposal, BREC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit BREC's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify BREC and hold BREC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

BREC reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other BREC agencies or organizations for the sole purpose of assisting BREC in its evaluation of the proposal. BREC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained because of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference (NOT REQUIRED FOR THIS RFP)

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

BREC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. BREC reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from BREC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests regarding the specification documents will not be considered after proposals are opened.

*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on Office of State Procurement's website https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.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.

No negotiations, decisions, or actions shall be executed by any bidder because of any oral discussions with any BREC employee or BREC consultant. BREC shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by BREC. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

BREC
Recreation and Park Commission for the Parish of East Baton Rouge
6201 Florida Blvd

Baton Rouge, LA 70806
Email:
richard.terrell@brec.org
Phone: (225) 272-9200 x1422
Fax: (225) 273-6406

1.8 Errors and Omissions in Proposal

BREC will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: BREC reserves the right to make corrections or clarifications due to patent errors identified in proposals by BREC or the Proposer. BREC, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee (if required) (NOT REQUIRED FOR THIS RFP)

1.10 Performance Bond (NOT REQUIRED FOR THIS RFP)

1.11 Changes, Addenda, Withdrawals

BREC reserves the right to change the calendar of events or issue Addenda to the RFP at any time. BREC also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by BREC pursuant to the RFP.

1.14 Waiver of Administrative Informalities

BREC reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by BREC to award a contract. BREC reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of BREC to do so.

Failure to submit all non-mandatory information requested may result in BREC requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials submitted timely in response to this request become the property of BREC. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by BREC and not returned to proposers. Any copyrighted materials in the response are not transferred to BREC.

1.17 Cost of Offer Preparation

BREC is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by BREC.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which BREC is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made unless the Proposer provides for a different period within its proposal response. However, BREC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether he produces or provides them. BREC shall consider the selected Proposer to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the reward of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

BREC is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance BREC understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

Refer to Part III of this RFP.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to BREC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and BREC may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by BREC Commission prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based

on the initial offers received.

The RFP, any addenda, and the proposal of the selected Contractor will become part of any contract initiated by BREC.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment E) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, BREC may elect to cancel the award and award the contract to the next- highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

BREC intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and BREC Commission, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of BREC, BREC may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200, extension 1522 or e-mail to richard.terrell@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor **their own proposal scoring results**.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment D). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by BREC before work commences. BREC reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

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1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFP)

1.34 Payment for Services

The Contractor may invoice BREC in accordance with agreed upon contractual terms. Payments will be made by BREC within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- BREC may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, if BREC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have cured such failure or defect, or, in the case of failure which cannot be cured in thirty (30) days, begun in good faith to cure such failure or defect and thereafter proceeded diligently to complete such cure, then BREC may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the contractor shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

1.35.2 Termination of this Agreement for Convenience - BREC may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3. Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing BREC to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, BREC shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by BREC to increase or decrease the amount, at the unit price stated in the proposal.

BREC does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into because of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/ or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of BREC, and shall, upon request, be returned by Contractor to BREC, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any)

and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Superintendent's Office and/or Commission.

Changes to the contract include any change in compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

BREC intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to BREC for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of BREC Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana 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.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by BREC's procurement process or award, may file a protest. It must be submitted in writing to the Chief Financial Officer and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was or should have been known.

BREC will take action on protests within fifteen (15) days of the receipt thereof. BREC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contact and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a review committee appointed by the Superintendent's Office. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any

other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for $100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

BREC's Recreation Department requires the following specifications:

- Available 5 days a week (Monday thru Friday) from 6AM-6 PM with the possibility of some weekends and evenings.
- Bus Capacity of 60 passengers.
- Bus Usage will concentrate during summer months; specifically – June, July and 1st week of August, but is not limited to summer (may use 2-3 days/month during the year).
- May require out of state trips.
- Air-conditioned bus preferred but not required.
- Pre-identified camps (8) will make a daily route in the morning and each afternoon of camp day. Ex. Picking up campers at "Stop A", picking up campers at "Stop B", and then arriving at camp "Stop C".
- Up to 50 buses available at once (during the summer months) to accommodate each camp's scheduled field trip.
- Handicap Accessible Buses (up to 4 on standby) BREC will communicate 1 week in advance as to the accessibility needs; handicap accessible buses must have similar occupancy and equal size to the traditional bus.
- Company must provide list of drivers, history of bus maintenance, background checks and current insurance
- Background checks on a national level preferred but not required
- Alternate buses must be made available within 60 minutes of the emergency event.

2.2 Period of Agreement

The period of any contract resulting from this RFP will begin with two (2) possible one (1) year extensions under the same terms, conditions, and prices upon mutual agreement of the parties. The contract is not to exceed 36 months and may be terminated by either party providing thirty (30) days' notice to the other.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment A. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes BREC to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

Section 2.1 Scope of Services/Work lists the minimal deliverables desired from the successful proposer. Every proposer should describe what deliverable will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

There will be various locations through East Baton Rouge Parish, yet the primary administrative site will be in BREC's Administrative Building, 6201 Florida Blvd., Baton Rouge, LA 70806.

2.6 Proposal Elements – See Attachment B1

2.6.1 Financial

Attachment B-1 provides a detailed account of each position recommended/preferred by BREC.

2.6.2 Technical – See Attachment A

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes BREC to consider.

PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to BREC, not on the basis of what may be inferred. The evaluation of proposals will be accomplished by an evaluation team designated by the Superintendent, which will determine the proposal(s) most responsive or most advantageous to the Commission, taking into consideration price and evaluation factors set forth in the RFP.

3.1 Financial Proposal (Maximum Value of 25 pts.)

The cost evaluation will be based upon the total hourly amount for project management and grants administration All hourly costs must be filled in by the proposer. The respondent with the lowest "total hourly amount for project management and grants administration" will receive 25 points for the cost category. The remaining respondents will receive a score based upon the following formula:
CS=(LPC/RC*25)
CS-Compared cost score for respondent
LPC=Lowest proposed cost for all respondents
RC=Respondent's cost
No respondent will get less than 15 for cost evaluation

3.2 Approach and Methodology (Maximum 50pts.)

The evaluation team will evaluate the proposer's overall approach for providing the services and satisfying the requirements of the RFP. The items that will be evaluated include:

Approach – Clearly outlined in the Scope of Work/Services.

Methodology---The Contractor will provide transportation service in conjunction with certain parameters established by BREC. These include:

- All BREC's camp locations as assigned
- Earliest bus arrival and latest bus departure times for each camp
- Maximum riders per seat
- Assignment of monitors, aides, attendants, etc.
- Camp pickup and drop policies
- Special needs transportation policy
-

3.3 Resumes, Proposed Staff Qualifications (25 Points) (5 of the 25 Points will be for DBE)

Contractors responding to this RFP shall have a minimum of five (5) years acceptable general experience in providing contracted student transportation. Qualified contractors must provide an audited financial statement and substantiate the availability of financial capacity to purchase, lease or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause rejection of the proposal. Contractors should ensure that their proposals contain sufficient information for BREC to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

The Contractor must submit a brief statement stating the understanding of the scope of work to be performed and is signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposal. The Contractor must also provide an executive summary of the proposed plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in addressing the needs of BREC as stated in the scope of work/services.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

As outlined in the Scope of Services (See Attachment A)

4.2 Performance Measurement/Evaluation

As outlined in Part III (Evaluation)

Part V. FEDERAL CLAUSES (NOT REQUIRED FOR THIS RFP)

Attachment A

Scope of Services

RFP #218

CAMP TRANSPORTATION SERVICES

RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE "BREC" – RECREATION DEPARTMENT

SCOPE OF SERVICES

BREC's Recreation Department requires the following specifications:

• Available 5 days a week (Monday thru Friday) from 6AM-6 PM with the possibility of some weekends and evenings.

• Bus Capacity of 60 passengers.

• Bus Usage will concentrate during summer months; specifically – June, July and 1st week of August, but is not limited to summer (may use 2-3 days/month during the year).

• May require out of state trips.

• Air-conditioned bus preferred but not required.

• Pre-identified camps (8) will make a daily route in the morning and each afternoon of camp day. Ex. Picking up campers at "Stop A", picking up campers at "Stop B", and then arriving at camp "Stop C".

• Up to 50 buses available at once (during the summer months) to accommodate each camp's scheduled field trip.

• Handicap Accessible Buses (up to 4 on standby) BREC will communicate 1 week in advance as to the accessibility needs; handicap accessible buses must have similar occupancy and equal size to the traditional bus.

• Company must provide list of drivers, history of bus maintenance, background checks and current insurance.

• Background checks on a national level preferred but not required.

• Alternate buses must be made available within 60 minutes of the emergency event.

ATTACHMENT B
PROPOSAL FORM
BREC

Sealed proposals will be received until 11:00 A.M., Local Time May 1, 2023 by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, La 70806 Immediately after 11:00 A.M. of the same day and date, proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS_____

DATE_____

BREC
CFO
6201 Florida Blvd
Baton Rouge, LA 70806

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

RFP #218 – Camp Transportation Services

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda:_____receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to BREC all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from BREC.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about_____and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashier's check or a proposal bond representing $_____payable to BREC. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

_____
(SIGNATURE)

_____
(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

AFFIDAVIT

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

BEFORE ME, the undersigned authority, personally came 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:

RFP No. 218 – Camp Transportation Services

a public project of BREC, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him 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 him; and that no part of the contract price received by him 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 him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

_____
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this_____day of_____, 20__.
Baton Rouge, Louisiana.

_____
NOTARY PUBLIC

Attachment B-1
PRICING SCEDULE

Other Costs:

1. Service Rates* (a single hourly rate is required here):$_____

These rates should reflect hourly rate from time bus arrives and returns to bus locations. BREC – Recreation Department requests no additional cost is added within 60 minutes of return.

Attachment C

PROPOSER'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_____,2019
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 proposals 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_____2019, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____day of_____, 20_____.

_____
SECRETARY

Attachment D
Insurance Requirements for RFP No. 218 – Camp Transportation Services – Recreation Department

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by BREC Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

A.	Commercial General Liability on an occurrence basis:	General Aggregate	$2,000,000
		Each Occurrence	$1,000,000
B.	Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:	Combined Single Limit	$1,000,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. BREC must be named as additional insured on all general liability policies described above.

E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by consultant.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as: BREC, 6201 Florida Blvd, Baton Rouge, Louisiana 70806

NOTE TO PROPOSERS:

1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

Attachment E

It all starts at BREC!

Sample Contract Terms for RFP No. 218 – Camp Transportation Services – Recreation Department

This Contract, made and entered into at Baton Rouge, Louisiana, effective this_____day of_____, 20 by and between BREC, herein referred to as BREC and _____ _____herein referred to as "Consultant (Service *Provider/Contractor, whichever is applicable, may be substituted*)".

Consultant shall provide consulting services as described herein for Camp Transportation Services…
Consultant agrees to proceed, upon written notice of the Director of Finance, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by BREC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall be as follows:

- Available 5 days a week (Monday thru Friday) from 6AM-6 PM with the possibility of some weekends and evenings.
- Bus Capacity of 60 passengers.
- Bus Usage will concentrate during summer months; specifically – June, July and 1st week of August, but is not limited to summer (may use 2-3 days/month during the year).
- May require out of state trips.
- Air-conditioned bus preferred but not required.
- Pre-identified camps (8) will make a daily route in the morning and each afternoon of camp day. Ex. Picking up campers at "Stop A", picking up campers at "Stop B", and then arriving at camp "Stop C".
- Up to 50 buses available at once (during the summer months) to accommodate each camp's scheduled field trip.
- Handicap Accessible Buses (up to 4 on standby) BREC will communicate 1 week in advance as to the accessibility needs; handicap accessible buses must have similar occupancy and equal size to the traditional bus.
- Company must provide list of drivers, history of bus maintenance, background checks and current insurance
- Background checks on a national level preferred but not required
- Alternate buses must be made available within 60 minutes of the emergency event.

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: Except for the services specifically listed to be furnished by BREC Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. BREC shall provide_____*(define BREC responsibilities here) when/where* necessary, to perform the work.

COMPENSATION AND PAYMENT: BREC shall pay, and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and BREC shall not be bound until such time as a Contract is fully executed between BREC and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of BREC, and BREC shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: BREC may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, if BREC shall give the contractor written notice specifying the Consultant's failure. If within_____days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in____days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the contractor shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

BREC may terminate this Agreement at any time by giving_____days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should BREC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by____days' notice given by BREC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from BREC of____days' notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from BREC during the three-year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Finance or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all the rights, obligations, and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with BREC interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees, and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into because of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into because of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which BREC is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

CONFIDENTIALITY: The following provision will apply unless BREC agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to BREC's operations which are designated confidential by the State and made available to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by BREC to be adequate for the protection of BREC's confidential information, such methods and procedures may be used, with the written consent of BREC, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated_____, and the Consultant's Proposal dated_____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought regarding this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

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

CONTRACTOR/CONSULTANT COMPANY NAME:_____

By:_____ Date:_____
(Contractor signature)

_____
(Printed Name)

_____ _____
(Address) (Phone #)

_____ _____
(Email Address) (Fax #)

RECREATION AND PARK COMMMISSION FOR THE PARISH OF EAST BATON ROUGE (BREC)

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

_____
(Printed Name)

6201 Florida Blvd., Baton Rouge, LA 70806
(Address)

BREC Contact Person:

_____

_____
(Phone #)

_____
(Fax #)

_____
(Email Address)

By:_____ Date:_____
Corey K. Wilson, BREC Superintendent

Estimated Annual Compensation:_____for the term of this agreement

Cost Center: _____