

***It all starts at BREC!***



**Recreation and Parks Commission for the Parish of East Baton Rouge  
(BREC) Baton Rouge, Louisiana  
6201 Florida Blvd  
Baton Rouge, LA 70806**

**Request for Proposal  
For  
Holiday Lights Display for  
BREC's Baton Rouge Zoo**

**RFP Number 162**

**Proposal Deadline August 4, 2016 at 10:30 a.m. CT**

## **I. Introduction**

Notice is hereby given that the RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE, (hereinafter called BREC), will receive proposals, IN DUPLICATE, at BREC Administration Building, Purchasing Office, 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for Furnishing Holiday Lights at the Baton Rouge Zoo. It is the intent of BREC's Baton Rouge Zoo to enter into an agreement with a qualified firm to provide a Holiday Lights Display.

When responding to this RFP, please follow all instructions carefully. Please submit Proposal contents according to the outline specified, and submit supporting documents according to the instructions provided herein. Failure to follow these instructions may be considered a non-responsive Proposal and may result in the Contractor's immediate elimination from further consideration.

BREC reserves the right to request additional information from the Contractors. BREC reserves the right to select, in whole or in part with or without cause, the successful Contractor that best meets the needs of BREC for this Holiday Lights Display (hereinafter named "Zoo Lights"). BREC also reserves the right to meet with select Contractors at any time to gather additional information. BREC reserves the right to reject any or all parts of proposals, waive informalities and technicalities.

BREC will receive Proposals at the time and place noted in this document. At that point, BREC will close the receipt of Proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the Proposal. Negligence or error on the part of any Contractor in preparing its Proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that BREC cannot give consideration to any "plea of error" in preparation of the proposal.

## **II. Scope of Work to be Performed Summary**

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is seeking a qualified contractor to design and furnish the Zoo Lights Display at the Baton Rouge Zoo during proposed dates of November 25, 2016 through December 30, 2016.

## **III. Scope of Work Overview**

BREC is seeking the services of qualified Contractors with extensive knowledge and background in providing the Zoo Lights Display to include all management, supervision, transportation, and equipment necessary to design and deliver the lighting and necessary supplies. Scope of work also includes materials and services required to produce a completed installation which is acceptable to BREC.

Proposers should inspect the site, prior to the due date of RFP (August 4, 2016 @ 10:30am CT) at the Baton Rouge Zoo for details and layout of project to be completed. Please contact Lois Cook at the Zoo @ (225) 778-4004 to schedule the site visit.

#### **IV. Scope of Work**

##### **A. Introduction**

**B. BREC's Baton Rouge Zoo is proposing our annual Zoo Lights event to begin nightly on proposed dates of November 25, 2016 and end on December 30, 2016 (excluding Christmas Eve and Christmas Day). NOTE: Upon mutual consent with BREC and successful contract, we reserve the right to extend this contract for two (2) more annual seasons at the same prices, terms and conditions. Contract is not to exceed thirty-six (36) months, or three (3) annual seasons – 2016, 2017, 2018. Holiday dates for future seasons are tentative, but approximate to be: November 24, 2017 through December 30, 2017 and November 23, 2018 through December 30, 2018.**

##### **C. Display Requirements**

- Minimum of 55 displays
- Displays include
- Various size ranges must include:
  - under 8 feet - 25% of displays
  - 8' to 25 feet - 50% of displays
  - Over 25 feet – 25% of displays
- Preferred lighting is LED lights; 75% of displays must be LED
- Must include a minimum of 20 animated displays

Entrance: Lighting on entry building.

Jumbo/Larger than life displays, 80% exotic animals, such as:

- Alligators
- Elephants
- Flamingos
- Giraffes
- Hummingbirds
- Lions
- Otters
- Rhinos
- Tigers
- Zebras

Jumbo/Larger than life displays, 20% General Holiday, such as:

- Candy Canes
- Reindeer

## BREC RFP – Holiday Lights Display for the Baton Rouge Zoo

- Santa
- Snow Flakes
- Toy Soldiers

Special Effects: Animation, including birds and/or primates from tree to tree.

### D. Facilities and Equipment Requirements

Proposal must include electrical service plan to reflect anticipated total power usage for all holiday lights and equipment to ensure adequate power and storage is available to operate lighting display during event as follows:

Concept plan: Provide layout and design concept within the Zoo's existing property (starting from the ticket gate entrance building through an abbreviated route through the Zoo).

Contractor will deliver displays to the Zoo no later than the first week of November. Contractor will install all animated displays. Contractor will coordinate the installation of remaining displays with the Zoo team. Contractor will supply replacement bulbs.

A Plan for repairs and/or maintenance, if needed, during Zoo Lights is to be included in Proposal. However, the Zoo will be responsible for routine maintenance of the attraction's rented items once delivered and installed at the Attraction site until the end of each Attraction. The Zoo will maintain and keep the displays in good repair, including but not limited to, bulb replacement.

If the Zoo reasonably determines that a Display's performance problem exists, the Zoo will contact the Contractor via telephone. The Contractor shall respond to the call within three (3) hours. If the Zoo is unable to remedy the problem via troubleshooting or routine maintenance or repair, Contractor shall make replacement parts available and deliver same within one business day.

A list and size of Jumbo light displays you propose to use.

A general list of all equipment and supplies, cords, etc. that you will provide.

A schedule of events, including meetings, selections of designs, planning for electrical and installation, arrival of displays, installation and inspections should be included.

### V. Required Documentation and Reports

Contract shall provide on a continuous basis to Phil Frost, the Zoo Director, or his designee, and RoShunda Ward Latigue, Procurement Specialist, the general progress of the scope of work being performed.

## **VI. General Requirements**

### **A. Proposal Format**

Contractors are required to prepare their Proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Contractor is required to submit its Proposal in a sealed package, with the RFP number, title, and closing time of the RFP printed on the outside of the envelope.

Provide one (1) original and three (3) copies of complete Proposal packages.

**BREC Administration Building  
Purchasing Office  
6201 Florida Blvd  
Baton Rouge, LA 70806**

**Attn: RoShunda Ward Latigue, Procurement Specialist**

BREC must receive Proposals no later than 10:30AM (CT), August 4, 2016. BREC will not be held responsible for the failure of any mail or delivery service to deliver a Proposal response no later than the stated Proposal due date and time. It is solely the Contractor's responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time.

### **B. Submission Requirements**

All proposals must contain the following information:

#### **1. Introduction- Executive Summary and Company Information**

##### **a. Executive Summary**

The purpose of the Introduction is to provide information about the proposing Contractor, as well as the Contractor's approach to this type of contract. Specifically, the Executive Summary should be written in non-technical language that can be clearly understood by non-technical BREC officials. The section should be concise and should present only information that is relevant to this Request for Proposal.

Each respondent shall provide the following company information:

- b. Contractor's name and business address, including telephone and fax numbers, email address, website address;**
- c. The type of Contractor (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.;**
- d. Year established. Include former Contractor name(s) and year(s);**

- e. The name, title, address and telephone number of the Contractor’s primary contact for this contract. The person identified must be empowered to make binding commitments for the Contractor and its subcontractors.

2. Technical Approach

Provide a general discussion of the proposing Contractor’s technical project performance approach to include startup procedures/requirements, including electrical needs, exact lights to be displayed and layout plans, as well as suggested means to assist in the recovery of some of the cost for this contract as a fee-based event.

4. References

Provide at least three (3) references for which the Contractor has performed services within the past eight (8) years that are similar to BREC’s requirements, including where the public was charged a fee to view the lighting display. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

5. Exceptions

List any exceptions/deviations to the RFP specifications on a separate page.

C. General Comments

1. Any cost incurred by respondents in preparing or submitting this RFP shall be the respondents’ sole responsibility.
2. All responses, inquiries or correspondence relating to this RFP will become the property of BREC when received.

D. Selection Process

The process for the evaluation will involve two stages:

Stage One: Qualifications

The RFP will be posted on LaPac, advertised in BREC’s official journal, and the RFP will be sent to others upon request. Upon receipt of the packages from respondents, Selection Committee members will review, evaluate and select the Contractor that appears to be most favorable to provide services as needed for this Zoo Lights event.

Stage Two: Final Selection

After their review utilizing the evaluation criteria listed in Section E, the proposed contract will be forwarded to the BREC Board of Commissioners for approval.

E. Evaluation Criteria:

The following criteria will be the basis on which Contractors will be selected for further consideration:

1. Quality of appearance of Proposal;
2. Qualifications and experience to complete the project;
3. Description of plan to complete the project, including schedule of events, the time to start project, so that project is ready for beginning of contract period;
4. Specify how service problems will be handled;
5. Describe special features in your light displays including, but not limited to, manufacturing techniques, special lighting technology, and custom designs;
6. Describe the average, as well as maximum, electrical requirement for each display, specifically information regarding wattage and amperage;
7. References;
8. Pricing.

The above listing does not indicate the order of importance.

F. Retention of Contractor Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

**VII. Contracting Information**

A. Certification

The Contractor hereby certifies that he has carefully examined this Request for Proposal and the Contractor certifies that it understands the scope of the work to be done and that the Contractor has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Contractor certifies that its Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Contractor certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. Conflict of Interest

By submission of a response, the Contractor agrees that at the time of proposal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." Contractors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that BREC, in consultation with legal counsel, may reject their Proposal.

C. Assignment

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without prior consent of BREC. The Contractor may not sell, assign, transfer or convey any contract which may result from this RFP, in whole or in part, without the prior written approval from BREC.

D. Independent Contractor

It is understood that in the performance of any services herein provided, the Contractor shall be, and is, an independent Contractor, and is not an agent or employee of BREC and shall furnish such services in its own manner and method, except as required by any contract which may result from this RFP. Further, the Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Contractor in the performance of any contracted services which may result from this RFP. The Contractor shall be solely responsible for, and shall indemnify, defend, and save BREC harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

E. Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of Louisiana. Should any portion of any contract be in conflict with the laws of the State of Louisiana, State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be East Baton Rouge Parish, Louisiana.

F. Confidential Information/Public Records Law

BREC assumes no responsibility for confidentiality of information offered in a Proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the Proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after a contract is awarded. BREC reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission. In the event that a request for inspection is made under public records law, the Contractor will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

G. Compliance with Laws and Regulations

Contractor must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of

the material, quality, workmanship or performance of the items offered by any contact which may be awarded because of this RFP prior to their delivery, it shall be the responsibility of the successful Contractor to notify BREC at once, indicating in their letter the specific regulation which required such alterations. BREC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

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#### H. Acceptance

Submission of any Proposal indicates a Contractor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the Proposal.

Furthermore, BREC has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in BREC's best interests to do so. BREC reserves the right to accept or reject any or all of the items in the Proposal, and to award a contract in whole or in part and/or negotiate any or all items with individual Contractors if it is deemed in BREC's best interest. Moreover, BREC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or not in the best interest of BREC.

### **VIII. 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 worker's 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.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against BREC, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for BREC.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against BREC for payment of premiums or for assessments under any form of the policies.
- d. 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.

C. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

D. Verification of Coverage

Contractor shall furnish BREC with Certificates of Insurance reflecting proof of required coverage. 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 and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. BREC reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of BREC, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

E. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. BREC reserves the right to request copies of subcontractor's Certificates at any time.

F. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that BREC, its departments, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold BREC, its departments, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

G. Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, BREC, all departments, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of BREC, all departments, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Copies or originals of correspondence, endorsements, certificates or other items pertaining to insurance shall be sent to:

**RoShunda Ward Latigue**  
**Procurement Specialist**  
**BREC Finance Department**  
**6201 Florida Blvd**  
**Baton Rouge, LA 70806**  
**Email: [roshunda.ward-latigue@brec.org](mailto:roshunda.ward-latigue@brec.org)**

**IX. Safety**

The Contractor shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-Contractors perform. The Contractor shall also provide and take measures to protect the public and BREC personnel during their activities.

Actions may include but are not limited to removal of unsafe equipment and unsafe personnel.

#### **X. Termination of the Contract for Cause**

BREC may terminate the pursuant contract if the Contractor based upon the failure of the Contractor to comply with the terms and/or conditions of the contract or failure to fulfill its performance obligations pursuant to the contract, provided that 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) 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 Contractor in default and the contract 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 the contract, provided that the Contractor shall give BREC written notice specifying BREC's failure and a reasonable opportunity for BREC to cure the defect.

#### **XI. Termination of the Contract for Convenience**

BREC may terminate the contract 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.

#### **XII. Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the BREC Commission. If the BREC Commission fails to appropriate sufficient monies to provide for the continuation of the contract, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**NOTE:** If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for BREC's services and expenses made necessary thereby, such excess shall be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to BREC. This obligation for payment shall survive termination of the contract.

#### **XIII. Non – Waiver of Rights**

It is agreed that BREC's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the

acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

#### **XIV. Findings Confidential**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Contractor under the pursuant contract are the property of BREC.

#### **XV. Binding Effect**

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Contractor and Sub-Contractor of the parties.

#### **XVI. Continuing Obligation**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

#### **XVII. Records Retention and Review**

The Contractor shall retain all records pertaining to the services and the contract for these services and make them available to BREC for a period of ten (10) years.

#### **XVIII. Written Notice to Proceed**

BREC shall issue an official written Notice to Proceed for the services referenced in the contract. The Notice to Proceed shall be sent via facsimile or e-mail followed by regular mail. Under no circumstances shall BREC be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor. Contractor shall report to work within 24-72 hours of receipt of “Notice to Proceed”.

- o Changes, Addenda, Withdrawals

BREC reserves the right to 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, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

- o 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 the BREC Purchasing Office.

- Inquiries on Proposal

Any questions in relation to this RFP should be directed, in writing, and received by the Procurement Specialist, RoShunda Ward at [roshunda.ward-latigue@brec.org](mailto:roshunda.ward-latigue@brec.org), no later than July 21, 2016. Email questions are acceptable, but questions may be sent via mail, also. Only those answers to questions which are in writing, signed by an authorized agent of BREC, shall be considered valid. Likewise, BREC shall only consider communications from Proposers which are signed and in writing. BREC will issue an addendum with all questions and answers.

- Material in the RFP

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

- Waiver of Administrative Informalities

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

- 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.

- Non-negotiable Contract Terms

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

- Proposal Validity

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

- Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. BREC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 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 into subcontractor arrangements. Proposers may submit a proposal in response to the RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

- 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; however, 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's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

- Acceptance of Proposal Content

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

- Contract Award and Execution

BREC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

BREC intends to award to a single Proposer.

**XIX. Pricing**

The contractor shall submit all rates/prices as requested in the Pricing Schedule. This shall include all costs to perform work as described in this RFP and will include any and all costs associated with the implementation and completion/takedown and removal of this project (i.e., design, materials, freight charges, etc.).

Item	Description	
1	Contract to provide Zoo Lights at the Baton Rouge Zoo per the Scope of this RFP and subsequent Contract	\$ _____
BREC is exempt from all Federal and State Taxes. FEIN: 72-6015451		

Contractor Information:

Legal Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City/State

Zip

Telephone No.(\_\_\_\_) \_\_\_\_\_

FAX No.(\_\_\_\_) \_\_\_\_\_

EmailAddress: \_\_\_\_\_

By: \_\_\_\_\_

Company Representative

\_\_\_\_\_  
Print Name of Company Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**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
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Vendor/Payee Address	Financial Institution Address
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City	State	Zip Code	City	State	Zip Code
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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
<input type="text"/>		<input type="text"/>	(    )

Vendor/Payee Contact Name	Financial Institution Routing Number
	<input type="text"/>

Contact Telephone Number	Contact Fax Number	Account Number
(    )	(    )	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
		<input type="text"/>

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
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**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](mailto:Vendors@BREC.org)**

**IMPORTANT:**

**Please attach a voided check below and make sure that the account number & routing number on the check match page 1 of this form.**

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

John & Jane Doe  
123 Your Street  
Anywhere, USA 12345

Date  2001

Pay To The  
Order Of \_\_\_\_\_ \$

\_\_\_\_\_ DOLLARS

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

Memo \_\_\_\_\_

012347678     123456789     2001

*Checking Account # (usually follows the Routing & Transit #)*

*Routing & Transit # (0 digit number between these two symbols)*

*Check Number is not needed to complete this form!*

## 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](http://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](mailto: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