

REQUEST FOR PROPOSAL

Holiday Lighting

at

BREC's Baton Rouge Zoo



Solicitation No: RFP No. 244

**Proposal Opening Date: April 9, 2026
Proposal Opening Time: 10:00AM**

**BREC
Recreation and Park Commission
for the Parish of East Baton Rouge (03/02/2026)**

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

Holiday Lighting at BREC's Baton Rouge Zoo

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Recreation and Parks Commission for the Parish of East Baton Rouge (BREC) operates and manages 186 parks including BREC's Baton Rouge Zoo. The Baton Rouge Zoo, located within the 660 acres of BREC's Greenwood Park, opened on Easter Sunday 1970. The Zoo is a place where people connect with animals, including tigers, giraffes, rhinos and alligators. The Realm of the Tiger, Flamingo Cove, Giants of the Islands, Safari Playground, L'aquarium de Louisiane, and KidsZoo exhibits offer fun and education for all ages. The Zoo operates and manages 147 acres, with a staff of over 100 employees. The Zoo's peak season is the Spring (March/April) due largely to temperate weather & school field trips. However, other peak times circulate around the large-scale community events such as Boo at the Zoo & BREW at the Zoo both held in October. Offering a moderate entry fee at \$10.00 for adults & teens, \$8.50 for seniors and \$7.00 for children ages 2-12, the Zoo averages around 225,000 visitors annually. Many guests are local, originating chiefly from the South Baton Rouge, Ascension Parish and Livingston Parish markets, however annually, guests come from every state in the U.S. The Zoo recently completed Phase 1 of the Master Plan construction which relocated the admissions entrance inside Greenwood Community Park.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by BREC governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing lights and/or lantern displays for our winter festival, (hereinafter named "ZooLights"), including assistance with installation and breakdown.

1.1.2 Goals and Objectives

BREC's Baton Rouge Zoo desires to seek a qualified contractor with extensive knowledge and background to design, furnish, and maintain the ZooLights displays at BREC's Baton Rouge Zoo during the proposed holiday dates of November 27, 2026 to December 30, 2026, and subsequent timeframes in the years thereafter.

1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denotes 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 – Recreation and Park Commission for the Parish of East Baton Rouge

H. ZooLights – BREC’s Baton Rouge Zoo’s Annual Holiday Lighting event

1.3 Schedule of Events

Emailing or mailing the RFP 15- 30 days prior to the opening is required per the Purchasing Manual. A less complex RFP may not require an inquiry period. This section is highly recommended for complex a RFP. Time frames are a guideline and may be altered. Allow enough time for receipt and responses. Indicate physical address of pre-proposal conference, if held.

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP advertised in the newspaper and posted to LaPAC</i>	<i>March 5, 2026 & March 10, 2026</i>
<i>RFP emailed or mailed to prospective proposers</i>	
<i>Pre-Proposal Conference (if applicable)</i>	<i>TBD</i>
<i>Deadline to receive written inquiries</i>	<i>March 19, 2026; 5 PM</i>
<i>Deadline to answer written inquiries</i>	<i>March 26, 2026; 5 PM</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>April 9, 2026; 10 AM</i>
<i>Presentations & Discussions (if applicable)</i>	<i>April 9-10, 2026</i>
<i>Notice of Intent to Award announcement and 14-day protest period begins, on or about</i>	<i>April 23, 2026</i>
<i>Contract Execution on or About</i>	<i>Upon Issuance of #7</i>

NOTE: BREC reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

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.**

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

- X **Proposal Name:** Request for Proposal – Holiday Lighting at BREC’s Baton Rouge Zoo
- X **Solicitation No.** RFP No. 244
- X **Proposal Opening Date & Time :** April 9, 2026; 10AM

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 PROPOSERS SUBMITTING 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 into 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.

C. **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:

- WOMAN OR ETHNIC MINORITY: BLACK/AFRICAN AMERICAN, HISPANIC- /LATIN AMERICAN, AMERICAN INDIAN/ALASKAN NATIVE, ASIAN AMERICAN OR PACIFIC ISLANDER
- THE ELIGIBLE OWNER MUST CONTROL THE FIRM'S MANAGERIAL AND DAY-TO-DAY OPERATIONS;
- THE ELIGIBLE OWNER(S) MUST OWN AT LEAST 51% OF THE BUSINESS;
- 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

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

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

F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with BREC.

H. **Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, BREC may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed Original response (clearly marked “ORIGINAL”) response. Ten (10) additional copies of the proposal should be provided, Copy (clearly marked “COPY”) and numbered, as well as one (1) redacted copy (clearly marked “REDACTED”, if applicable (See Section 1.6). A USB flash drive must also be provided.

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 as a result 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 as a result 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 - TBD

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, if held) 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/pubMain>)). 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 with regard to 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 State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain>.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 as a result 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

E-Mail: Venice.Fleming@brec.org Phone: (225) 272-9200 Ext. 1582

AND

E-Mail: Dedra.Fountain@brec.org Phone: (225) 272-9200 Ext. 1581

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 – 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 (paper content only) 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 time 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 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.

1.21.1 Corporation Requirements

Upon the award 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.

If services are to be performed in East Baton Rouge BREC, evidence of a current occupational license and/or permit issued by BREC shall be supplied by the successful vendor, if applicable.

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 into 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.

BREC strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprise ("DBEs") from the State of Louisiana and Baton Rouge Region. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise ("LAUCP-DBE").

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

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

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

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

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 addendums, 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 D) 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 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.30 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 1582 or e-mail to Venice.Fleming@brec.org and/or Dedra.Fountain@brec.org 225-272-9200, extension 1581 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.

1.31 Insurance Requirements

Contractor shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). 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.

1.32 Subcontractor Insurance

The Contractor shall include all subcontractors, if needed, as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.33 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.

1.34 Fidelity Bond Requirements – NOT REQUIRED FOR THIS RFP

1.35 Payment for Services

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. 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.

1.36 Termination

1.36.1 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, 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 either 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 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.

1.36.2 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.

1.36.3. 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.

1.37 Assignment

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

1.38 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.

Neither BREC nor Department obligates 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.

1.39 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.

1.40 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 as a result of this agreement.

1.41 Record Retention

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

1.42 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.

1.43 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.

1.44 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.

1.45 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.

1.46 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.

1.47 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 Director of Finance 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 contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a 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.

1.48 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 Baton Rouge Zoo is proposing our annual ZooLights event will begin nightly on proposed dates of November 27, 2026, and end on December 30, 2026 (excluding Christmas Eve and Christmas Day). We are looking for a vendor to provide turnkey lights (wrapped trees, swag lights on fencing, etc.) and light and/or lantern displays for our holiday lighting event. Work includes, but is not limited to include all management, supervision, transportation, equipment necessary to design/install, deliver the lighting and necessary supplies, and services required to complete installation and breakdown which is acceptable to BREC.

Proposers should inspect the site, prior to the due date of the RFP's written inquiries (March 19, 2026) at the Baton Rouge Zoo for details and layout of project to be completed. Please contact Kim Lodrigue at the Zoo @ (225) 775-3877 ext. 6257 to schedule the site visit.

The map below is the projected footprint for the event. Photos have also been provided to show various locations throughout the pathways.

There are approximately 43 large oak trees, 16 crepe myrtles, and 6 palms that can be wrapped. A minimum of 25 oaks, 12 crepe myrtles, and 4 palms needs to be included.

Parking Lot View of Front Entrance:



Backside of the Front Entrance:



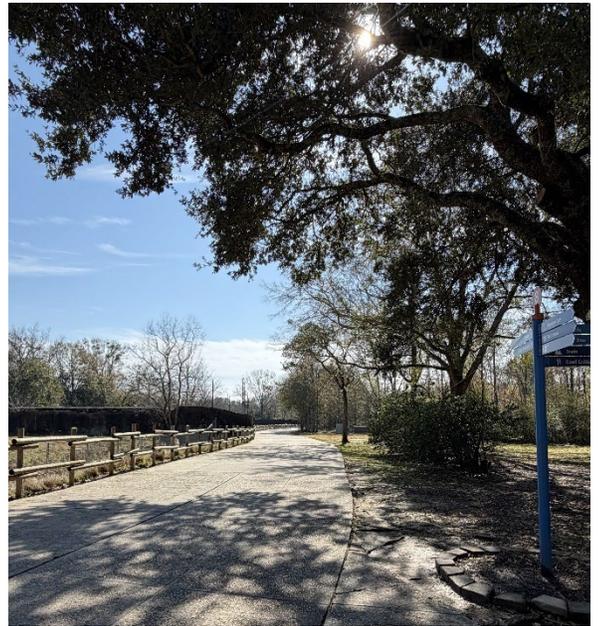
Orientation Plaza looking out from backside of Front Entrance:



Giraffe Circle:



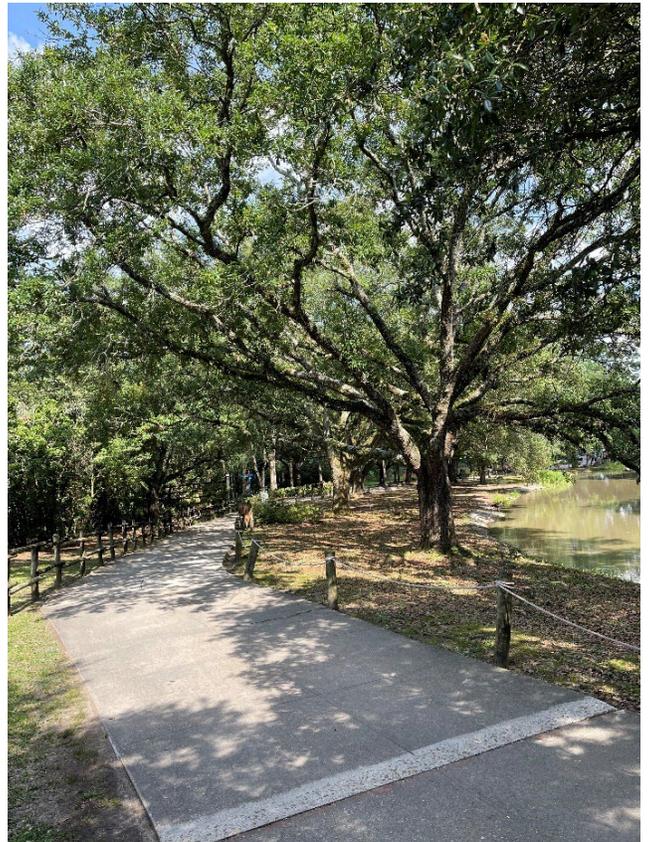
Dama Gazelle Pathway:



Pollinator Corner:



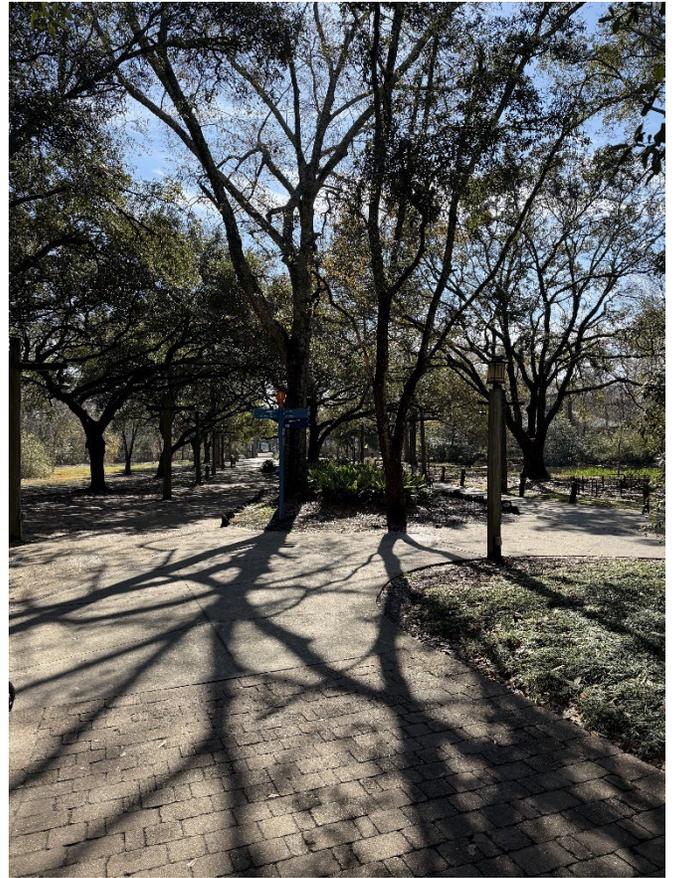
Oaks Along Front Lake:



Conservation Plaza looking toward Realm of the Tiger:



Looking at Conservation Plaza from Realm:



Realm of the Tiger Entry:



Palm Trees In Realm of Tiger:



Realm Exit to Indian Rhino:



Asian Aviary Exit to Indian Rhino:



Indian Rhino/Spoonbill Entrance:



Indian Rhino/Spoonbill Sidewalk:



Spoonbill to Flamingo Café:



Tree at Spoonbill Corner:



Front of Flamingo Café:



From Flamingo Café around Flamingos



2.2 Period of Agreement

The term of any contract resulting from this solicitation is currently still to be determined. Dates for first season will begin on November 27, 2026 and end on December 30, 2026 (excluding Christmas Eve and Christmas Day). Upon mutual consent with BREC and successful contract, we reserve the right to extend this contract for three (3) more annual seasons at the same prices, terms and conditions. Contract is not to exceed forty-eight (48) months, or four (4) annual seasons – 2026, 2027, 2028 and 2029. Holiday dates for future seasons are tentative, but approximate to be November 26, 2027 through December 30, 2027; November 24, 2028 through December 30, 2028; and November 23, 2029 through December 30, 2029.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B. 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

Contractor will coordinate the installation and removal of all displays with the Zoo's Director, Assistant Director of Business Operation and Development and/or the Membership & Special Events Manager. Contractor must have all lights, displays, etc. installed and operational no later than November 20th of each year. The contractor will supply replacement materials and maintenance as needed.

2.5 Location

The location where the work/delivery/service is to be performed, completed and managed is at BREC's Baton Rouge Zoo located at 3601 Thomas Road, Baton Rouge, LA 70807.

2.6 Proposal Elements

Proposal must include electrical service plan to reflect anticipated total power usage for all holiday lights/lanterns/displays 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 entrance building through an abbreviated route through the Zoo).

A Plan for repairs and/or maintenance, if needed, during Zoo Lights is to be included in Proposal.

If the Zoo reasonably determines that a display's performance or problem exists, the Zoo will contact the Contractor via telephone or email. 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/install same within one business day.

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

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

A schedule of events, including but not limited to meetings, selections of designs, planning for electrical and installation, arrival of displays, installation, inspections, and breakdown should be included.

Logistics relating to what the contractor and Zoo will need to furnish.

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish BREC to consider.

- **Annual or recurring fees**
- **Travel/Freight fees**
- **Maintenance or service fees**
- **Any additional fees**

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Approach for construction, installation, deconstruction and removal of displays as referenced in section 2.1, (startup procedures/requirements including electrical needs, exact lights to be displayed and layout plans).
 - Describe the average, as well as maximum, electrical requirement for each display, specifically information regarding wattage and amperage
- Special features in your light displays including, but not limited to, manufacturing techniques, special lighting technology, and custom designs.
- Proposed methods for delivering each specified deliverable listed in the RFP Section 2.4 above. Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Plans for training Zoo staff, if needed.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

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.

3.1 Financial Proposal (Value of 40 points)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of BREC.

3.2 Technical Proposal (Value of 60 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- **Compliance with Service and Support Requirements (30 points)**
- **Company's Organization and Experience particular to this SOW (15 points)**
- **Implementation/Orientation/Breakdown Plan (10 points)**
- **Logistics (5 points)**

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Contractor must have lighting/lantern/display fixtures completed and installed no later than November 20th. Contractor must also have the fixtures removed from premises no later than January 31st. Maintenance requested during operating hours must be responded to within 3 hours.

4.2 Performance Measurement/Evaluation

Performance measurement and evaluation will be dependent on the contractor's ability to provide services listed in the scope of work.

Part V. FEDERAL CLAUSES – NOT REQUIRED FOR THIS RFP



Attachment A

Scope of Services

NOTE: this can be used as a cover sheet for a SOW/SOS to be attached and made a part of this page



**ATTACHMENT B
PROPOSAL FORM**
BREC

Sealed proposals will be received until (time) PM, Local Time (date) by the Purchasing Division, 6201 Florida Blvd, Room1501, Baton Rouge, La 70806 Immediately after (time) A.M of the same day and date, proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

BREC
Finance Director
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 Name

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, cashiers 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:

Enter Name of Project Here

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



**APPENDIX B-1
PRICING SCHEDULE**

List all pricing details here or in a format similar to this schedule.

One-time costs:

- 1. One-time license costs: _____
- 2. One-time installation costs (produce set up): _____
- 3. One-time customization & implementation costs: _____
- 4. One-time training costs: _____
- 5. Other one-time costs (define): _____

Recurring Costs:

- 1. Annual license costs, if any: _____
- 2. Annual support/maintenance costs: _____
- 3. Other recurring costs (define): _____

Other Costs:

- 1. Professional Service Rates* (a single hourly rate is required here):

Total Annual Cost:

This Pricing Schedule is expected to vary for each RFP. Contact our office for assistance in developing, if required.

PROPOSER'S ORGANIZATION

PROPOSER 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 _____, 20____
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 _____ 20____ , as said
resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

PROPOSAL BOND (may or may not be required for all proposals)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal (Proposer), and _____ as Surety, are hereby held and firmly bound unto BREC, in the penal sum of (5% of Proposal Value) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 20___. The condition of the above obligation is such that whereas the Principal has submitted to BREC a certain Proposal, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for (insert RFP name here)

NOW THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which BREC may accept such Proposal; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, the day and year first set forth above.

PRINCIPAL (PROPOSER)

SURETY

(Address)
By: _____

(Typed Name and Title)

(Address)
By: _____

(Typed Name and Title)



Attachment D

Sample Contract for (insert RFP name here)

SERVICE CONTRACT AGREEMENT (Over \$10,000)

THIS CONTRACTUAL AGREEMENT ("Agreement") is entered into on this __ day of _____, 20__ Baton Rouge, Louisiana between the Recreation and Park Commission for the Parish of East Baton Rouge ("BREC") and _____ ("Contractor/Consultant"), located at (address) _____.

RECITALS

BREC is a political subdivision of the State of Louisiana that owns and maintains parks and recreation facilities in the Parish of East Baton Rouge. Contractor is engaged in providing _____, with contractor's principal place of business at _____, Contractor's Tax I.D. Number _____.

BREC desires to engage and contract for the services of the Contractor to perform certain tasks as set forth below. Contractor desires to enter into this Agreement and perform as a contractor for BREC and is willing to do so under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

- 1. Status of Contractor.** This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and BREC shall not be liable for any obligations incurred by Contractor, unless specifically authorized in writing. Contractor shall not act as an agent of BREC, ostensibly or otherwise, nor bind BREC in any manner, unless specifically authorized to do so in writing.

Contractor Name _____ Contract Number _____

2. Scope of Work.

a. Description of Work (Include Goals/Objectives and List of Deliverables):

b. Performance Measures (Include Milestones needed to Achieve Goals and Objectives if Applicable):

c. Monitoring Plan (Include Position/Title of Contract Monitor and anticipated plan for verifying contract performance):

3. Performance of the Work. Contractor shall be responsible to the management and directors of BREC. Contractor shall supply all of Contractor's own necessary equipment, materials and supplies. BREC retains the right to inspect, stop, or alter the work of Contractor to assure its conformity with this Agreement.

4. Term. This Agreement shall be effective from _____ through _____. Unless otherwise specified in this agreement or renewed by BREC, this Agreement, regardless of start date, shall terminate December 31st of the same year Agreement was executed, unless specified by BREC.

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

6. Compensation. _____ per _____. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice. Signage of this Agreement by contractor guarantees receipt by BREC of properly executed invoices within 10 days of service unless otherwise contracted. Failure to timely submit invoices within the 10-day period may result in non-renewal of the contract or no further contracts being sought by BREC with Contractor.

7. **Non-Disclosure of Trade Secrets, Customer Lists, and Other Proprietary Information.** Contractor agrees not to disclose or communicate, in any manner, either during or after Contractor's Agreement with BREC, proprietary information about BREC, its operations, clientele, or any other proprietary information, that relate to the business of BREC including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of BREC. Contractor acknowledges that the above information is material and confidential and that it affects the profitability of BREC. Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.
8. **Interaction with Employees, Customers, and Others.** Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding harassment, discrimination, and unfair business practices.
9. **Indemnification.** Contractor shall indemnify, defend and hold BREC harmless from claims, demands, and causes of actions asserted against BREC by any person for personal injury, death or loss of or damage to property resulting from Contractor's negligence, gross negligence, intentional or willful misconduct. Where personal injury, death, or loss of, or damage to property, is the result of the concurrence of negligence, gross negligence, intentional and / or willful misconduct of BREC and Contractor, Contractor's duty of indemnification shall be in proportion to its allocable share of fault. Where a concurrence of negligence occurs, the parties hereto intend and agree that this indemnity shall be applied as a comparative fault indemnity, each party being responsible for its own negligence or other act or omission.
10. **Injunctive Relief.** Both parties acknowledge that the provisions of this Agreement are reasonable and necessary for the protection of their respective businesses and that their respective business will be irrevocably and substantially harmed and damaged if such provisions are not specifically enforced, and money damages will not afford a party an adequate remedy for any breaches of this Agreement. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the Parties hereby acknowledge and agree that the non-breaching party shall be entitled to (i) specific performance and (ii) injunctive and other equitable relief (without bond or other security being required) to prevent or restrain a breach of this Agreement. Nothing herein shall be construed as prohibiting or otherwise restricting a party from pursuing any other rights or remedies it may have at law or in equity in the event of a breach of this Agreement by the non-breaching party.
11. **Insurance Requirements for Contractors.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
 - a. **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.

- b. **Commercial General Liability Insurance:** including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Claims-made form is unacceptable.
- c. **Automobile Liability Insurance:** shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Any deductibles or self-insured retentions must be declared to and accepted by the Agency.

The Contractor shall be responsible for all deductibles and self-insured retentions. BREC shall be named as an additional insured as regards to negligence by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to BREC. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Neither the acceptance of the completed work, nor the payment thereof, shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

Contractor agrees to supply BREC with certificates of insurance, upon request, reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. 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.

- 12. **Licenses.** Contractor is responsible for obtaining and maintaining during the life of this Agreement any necessary licenses and permits, in accordance with the laws of the State of Louisiana, to perform the services outlined in Section 2 (Scope of Work) of this Agreement. By signing this Agreement, Contractor agrees Contractor has any such licenses and/or permits, and that Contractor will maintain the same. BREC reserves the right to request copies of Contractor's license/permit at any time. If requested by BREC, Contractor must submit same within three (3) days of request.
- 13. **Savings Clause.** The parties agree that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought. Each provision of this Agreement is intended to be severable. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

Contractor Name _____ Contract Number _____

14. **Legal Fees.** If either party to this Agreement institutes legal proceedings to enforce the terms of the Agreement, the party substantially prevailing in such proceedings shall be entitled to recover its legal fees and costs incurred in doing so from the other party.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Louisiana.
16. **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.
17. **Entire Agreement.** This Agreement and the attachments hereto constitute the entire Agreement and understanding between the parties. This Agreement replaces in full all prior agreements and understandings of the parties hereto and all such prior agreements and understandings are hereby rescinded by mutual agreement of the parties. This Agreement may be modified, varied, or amended only by a written instrument signed by Contractor and a duly authorized officer of BREC.

Contractor Name _____ Contract Number _____

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

Contractor/Consulting Company Name: _____

By: _____
(Contractor Signature)

Date: _____

(Printed Name)

(Contractor's Address)

(Phone Number)

(Email Address)

(Fax Number)

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

By: _____
(BREC Director/Assistant Director)

Date: _____

(Printed Name)

BREC Contact Person:

(Printed Name)

(Street Address)

(Phone Number)

(City, State, Zip)

By: _____
Janet Simmons (BREC Interim Superintendent)

For Internal Use Only

Estimated Annual Compensation: _____ **for the term of this agreement.**

Cost Center(s): _____

