



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

**Sealed Bid 1867  
Annual Contract for Skilled / Certified Labor for Show/Stage  
Productions**

BIDS/PROPOSALS WILL BE RECEIVED BY THE PURCHASING DEPARTMENT,  
RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE  
6201 FLORIDA BLVD  
BATON ROUGE, LOUISIANA 70806

**Please read Standard Terms and Conditions for Bids/ Instructions to bidders carefully!**

**Bids/Proposals will be accepted until: June 30, 2026 @ 11:00 A.M. (CST)**

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge  
**June 9, 2026 & June 16, 2026**

**THIS IS THE BID/PROPOSAL OF:**

Company: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**IMPORTANT:** A cashier's check, certified check, or bid bond equal to 5% of the total amount of the bid **is not** required.

**ALL BID DOCUMENT PAGES MUST BE RETURNED**

## Standard Terms and Conditions for Bids

### INSTRUCTIONS TO BIDDERS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Bids may be delivered by hand, mail or courier service to our physical address: BREC, ATTN: PURCHASING OFFICE, 6201 Florida Blvd., Baton Rouge, LA 70806. BREC is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
2. Electronic (refer to 4. Below) OR Paper bids will be received until the stated bid opening time, by the BREC Finance Department/PURCHASING OFFICE, BREC Administration Building, 6201 Florida Boulevard, Baton Rouge, Louisiana. All electronic bids will be downloaded and publicly read aloud, along with all paper bids received, immediately after the bid closing in Room 1501 of the BREC Administration Building. Bidders or their authorized representatives are invited to be present. No bids will be received after the stated date and time.
3. Complete bid documents are provided at no cost in electronic format at [www.bidexpress.com](http://www.bidexpress.com). Bidders may register and view complete bid documents and Instructions for Bidders at no cost. Questions about this procedure shall be directed to Bid Express Customer Service at [support@bidexpress.com](mailto:support@bidexpress.com). Toll free phone: (888) 352-BIDX (2439), Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am - 6pm CST. See also <http://www.brec.org/assets/bidderinst.pdf> for instructions.
4. Electronic Bids must be submitted through [www.bidexpress.com](http://www.bidexpress.com) prior to the bidding deadline. Bidders utilizing the electronic bid process are responsible for confirming that all documents are properly submitted and received by Bid Express.
5. Paper bid forms must be submitted in a sealed, opaque envelope and endorsed with Vendor's Name, Bid Number and Title of the project being bid for BREC sites for Recreation and Park Commission for the Parish of East Baton Rouge. Bid form blanks must be duly filled in by the Bidder. **FAX Bids are not acceptable.** Bidders are cautioned not to attach any conditions or provisions to their bids. Any foreign conditions will render the bid invalid and may cause its rejection.
6. Bidders may attend the bid opening, but no information or opinions concerning the bid award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of bid opening. Access to information in completed files may be secured by visiting the Finance Department during normal business hours.
7. Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities and/or bid specifications herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected. Any bidder modifications to published terms and conditions of BREC bids may also cause bid to be rejected.
8. A Purchase Order or written contract is the **only** binding contract to be issued against this bid. Signing of vendor's forms is not allowed.
9. **All bid prices must be typed or written in ink**, unless submitted electronically through our electronic bid system. Any corrections, erasures or other forms of alteration to unit prices should be **initialed** by the bidder.

10. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.
11. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. BREC's payment terms is Net 30. Invoices are to reference the purchase order or contract number issued for each delivery or service rendered, as this number will change on each request for product or service rendered. Invoices are to be emailed to: [accountspayable@brec.org](mailto:accountspayable@brec.org)
12. By signing the bid, the bidder certifies compliance with all Instructions to Bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. Other means of submittal is through our electronic bid system. (See #4.)
13. BREC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities. **BREC may award contract(s) to the lowest and second lowest bidder in the event that the low bidder is not able to provide concrete in the timeframe request.**
14. Prices: Unless otherwise specified by BREC in the bid, bid prices must be complete, including transportation prepaid by bidder to destination and bid prices shall be firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than FOB Destination may be rejected.
15. BREC is exempt from all state and local sales and use taxes.
16. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply, unless otherwise specified in the solicitation.
17. BREC reserves the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including, but not limited to, the following: a) Failure to deliver within the time specified in the contract; b) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; c) Misrepresentation by the contractor; d) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BREC; e) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; f) Any other breach of contract, with ten (10) days written notice.
18. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
19. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.
20. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.
21. BREC is an Equal Opportunity Employer. The Bidder is encouraged to utilize minority participation in this contract to the extent possible using small, disadvantaged and women-owned businesses as suppliers or subcontractors.
22. Contract Term: The initial contract term for this bid will be twelve (12) months, upon award.
23. Renewal Terms: If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods. BREC will seek renewal from the successful contractor with sixty (60) days of expiration of initial contract term, and thereafter, with in sixty (60) days of the expiration of subsequent renewal contract terms.
24. If bidding other than as specified, sufficient literature should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.
25. Vendor is to return **all** pages of bid.

26. **Purchase Order Numbers are required for all materials and supplies ordered by BREC. No order is to be accepted by a vendor unless a valid Purchase Order number is obtained by BREC employees prior to purchase request, and given to vendor. Invoices that do not have a valid Purchase Order Number listed on the invoice are not authorized purchases and will be returned to the vendor.**
27. In order to receive ACH payments, you must complete the attached ACH Vendor Payment Authorization Agreement form. Please return the completed form with bid packet or by emailing [vendors@brec.org](mailto:vendors@brec.org).
28. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
29. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
30. Terms and Conditions: This bid contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this bid and governed by the laws of the State of Louisiana as required by Louisiana Law.
31. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
32. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES \_\_\_ NO \_\_\_ If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim. Indicate where in Louisiana your is being obtained: \_\_\_\_\_  
\_\_\_\_\_.

**PUBLISHED – LEGAL**  
**6/9/26 & 6/16/26**  
**BIDS TO BE OPENED:**  
**June 30, 2026 @ 11:00 AM**

## **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the BREC- Recreation and Parks Commission for the Parish of East Baton Rouge until **June 30, 2026 @ 11:00 AM** local time at 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806 for:

### **SB 1867 – Annual Contract for Skilled / Certified Labor for Show/Stage Productions**

Bids received after the above specified time will not be considered. Bids will be opened immediately after proposal opening time in Room 1501, of the Administration Building located at 6201 Florida Boulevard, Baton Rouge, LA 70806. All interested parties are invited to be present.

Copies of the Solicitation shall be obtained from the Purchasing Division, 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806, or by telephoning Venice Fleming 225-272-9200 ext. 1582, or by email requests to [Venice.fleming@brec.org](mailto:Venice.fleming@brec.org) or Dedra Fountain 225-272-9200 Ext.1581 [Dedra.fountain@brec.org](mailto:Dedra.fountain@brec.org)

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

BREC is an equal opportunity employer.

All questions concerning the Solicitation must be received in accordance with the bid documents.

\*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubmain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, BREC will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

Complete bid documents are available in electronic format at [www.bidexpress.com](http://www.bidexpress.com). Questions about this procedure shall be directed to Bid Express Customer Service at [support@bidexpress.com](mailto:support@bidexpress.com). Toll free phone: (888) 352-BIDX (2439), Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am - 6pm CST.

BREC reserves the right to reject any or all bids for just cause as allowed by LSA-R.S. 38:2214.

RECREATION AND PARK COMMISSION  
FOR THE PARISH OF EAST BATON ROUGE

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/s/ Janet Simmons, Interim Superintendent

THE ADVOCATE  
BATON ROUGE, LOUISIANA  
To be Published Two Times: June 9, 2026; June 16, 2026



# SEALED BID # SB 1867 – Annual Contract for Skilled / Certified Labor for Show/Stage Productions

## Background

The Recreation and Parks Commission for the Parish of East Baton Rouge (BREC) operates and manages 186 parks including BREC's Independence Park Theatre. Independence Park Theatre's mission is to provide professional theater services and programs to the Baton Rouge community and to facilitate arts education. Independence Park Theatre (IPT) hosts film premieres, corporate meetings, conventions, seminars, theatrical productions, dance recitals, and numerous other events. IPT continues to be a valuable resource for East Baton Rouge Parish. Each year, the theatre successfully hosts hundreds of events, including a very successful theater summer camp program for kids – helping to maintain its reputation as one of the top performance venues in the parish. The theatre operates and manages a 780-seat facility complete with lighting and sound to bring to life everything from musicals to seminars. The theatre's peak season is the Spring (March/April/May) due largely to dance competitions and graduations. Entry fees can range from \$20.00 to \$45.00 depending on the function. 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.

## Purpose

The purpose of this Invitation to Bid is to procure pricing from vendors to provide ground maintenance. The purpose of this (Sealed Bid) 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 professionally trained and certified, skilled labor for the technical positions required for show/stage productions. These include but are not limited to house management, electrical and audio management and stage management.

## Goals and Objectives

BREC's Independence Park Theatre desires to seek a qualified contractor with extensive knowledge and background to offer the skilled / certified labor for all production where support is needed throughout the 2026 year, and subsequent timeframes in the years thereafter. Scope of work will be assessed on each contracted labor position after each production. After each production, contractor must provide BREC with an itemized invoice of services to which BREC will pay based on the agreed/attached rate sheet.

**Contract Term:** The initial contract term for this bid will be **July 1, 2026 through December 31, 2027**, or upon award, whichever is later. **Renewal Terms:** If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods at the same terms and conditions. BREC will seek renewal from the successful contractor within sixty (60) days of expiration of initial contract term, and thereafter, within sixty (60) days of the expiration of subsequent renewal contract terms.

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

Inquiries concerning this bid are to be directed as follows:

**Hand Delivered or by Courier**  
BREC/Purchasing Office  
ATTN: Venice Fleming / Dedra Fountain  
6201 Florida Blvd.  
Baton Rouge, LA 70806  
**By email:** [Venice.fleming@brec.org](mailto:Venice.fleming@brec.org)  
**By fax:** (225) 273-6406

**Delivery by United States Postal Services**  
BREC/Purchasing Office  
ATTN: Venice Fleming or Dedra Fountain  
6201 Florida Blvd.  
Baton Rouge, LA 70806

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

**Attachments**

Attachment A	<b>Scope of Services</b>
Attachment B	<b>Price Sheet</b>

## ADDITIONAL REQUIREMENTS FOR THIS BID

### I. General Information

BREC, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of BREC, its officers, employees and agents. Accordingly, Contractor shall indemnify and save BREC, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

BREC reserves the right to cancel this contract with thirty (30) days written notice.

### II. Clauses

**Termination for Cause:** BREC may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, BREC may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** BREC may terminate this Agreement at any time  
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by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid 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.

Subcontracting is not allowed for this contract.

### **ADDITIONAL REQUIREMENTS FOR THIS BID (Continue)**

#### **III. Payment for Services**

- Contractor shall submit an application for payment in the form of a written or digital invoice upon completion of services.
  - Invoices and attachment information are to be emailed to [Accountspayable@brec.org](mailto:Accountspayable@brec.org) and [Xenobi.Indigo@brec.org](mailto:Xenobi.Indigo@brec.org) and Point-of-contact to be determined upon award,  
  
or mailed to:  
  
BREC Accounts Payable  
6201 Florida Blvd.  
Baton Rouge, LA 70806
- Invoices must include the following information:
  - Invoice Number (determined by vendor)
  - Names of BREC sites serviced.
  - Dates on which service cycles were completed.
  - Dollar amount for each individual position serviced.
  - A total dollar amount for the entire invoice.
  - Contract Number associated with the services rendered.
- Payment will be made by BREC to the Contractor within thirty (30) days of receipt of a complete invoice containing all required information.
  - **If any required information is not included, the invoice is subject be returned to the Contractor to be corrected. The 30 day payment cycle will not begin until a complete invoice is received.**
- Awarded Contractor(s) must complete the attached ACH Vendor Payment Authorization Agreement form. Awarded Contractor(s) must return the completed form to the Accounts Payable Department via email ([Accountspayable@brec.org](mailto:Accountspayable@brec.org)).

#### **IV. Notifications and Inspections**

i. Contractor must have an active email address in order to receive and send information regarding Service Completion Notifications.

ii. Contractor shall notify BREC Point-of-Contact by sending a Service Completion Notification within twenty-four (24) hours after each service cycle is complete.

1. Failure to submit Service Completion Notifications may result in a delay or forfeiture of payment for that service cycle.

2. Consistent failure to submit Service Completion Notifications may result in the termination of the contract.

### **ADDITIONAL REQUIREMENTS FOR THIS BID (Continue)**

iii. BREC shall inspect mowing locations to verify the quality and quantity of work performed upon receiving a Service Completion Notification from the Contractor.

iv. BREC shall notify the Contractor of any substandard performance within Forty-eight (48) hours from the receipt of a Service Completion Notification, excluding weekends or holidays recognized by BREC.

v. Contractor shall resolve any incomplete or substandard conditions within forty-eight (48) hours of notification from BREC.

vi. Failure to complete a service cycle and/or resolve any issues of substandard performance within forty-eight (48) hours may result in a 20% reduction in payment for the service cycle.

1. Consistent instances of substandard performance may result in the termination of this contract.

vii. If no notification is received from BREC, within the specified timeframe following BREC's receipt of a Service Completion Notification from the Contractor, the Contractor shall assume that the service cycle was acceptable.

## **Insurance Requirements**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. Minimum Scope and Limits of Insurance**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverage**

- a. BREC, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to BREC.
- b. The Contractor's insurance shall be primary as respects to BREC, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by BREC shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to BREC, its officers, agents, employees and volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

**SAMPLE - SERVICE CONTRACT AGREEMENT (over \$10,000)**

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

**RECITALS**

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

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

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

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

**2. Scope of Work:**

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**3. Performance of the Work.** Contractor shall be responsible to the management and directors of BREC.

Contractor shall supply all of his own necessary equipment, materials and supplies. BREC retains the right to inspect, stop, or alter the work of Contractor to assure its conformity with this Agreement.

4. **Term.** This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_. However, this Agreement may be terminated immediately by either party giving written notice to the other in the event of abandonment, fraud, insolvency, gross and/or willful misconduct, or breach of this Agreement on the part of such other party. Unless renewed by BREC, *this Agreement, regardless of start date, shall terminate December 31 of the same year contract was executed, unless specified by BREC.*
5. **Renewal Terms.** If mutually agreed upon by both parties, this contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. BREC will seek renewal from the successful contractor within sixty (60) days of expiration of initial contract term, and thereafter, within sixty (60) days of the expiration of subsequent renewal contract terms.
6. **Compensation:** \$ \_\_\_\_\_ per \_\_\_\_\_. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice.
7. **Non-Disclosure of Trade Secrets, Customer Lists, and Other Proprietary Information.** Contractor agrees not to disclose or communicate, in any manner, either during or after Contractor's Agreement with BREC, proprietary information about BREC, its operations, clientele, or any other proprietary information, that relate to the business of BREC including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of BREC. Contractor acknowledges that the above information is material and confidential and that it affects the profitability of BREC. Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.
8. **Interaction with Employees, Customers, and Others.** Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding harassment, discrimination, and unfair business practices.
9. **Indemnification.** Contractor shall indemnify, defend and hold BREC harmless from claims, demands, and causes of actions asserted against BREC by any person for personal injury, death or loss of or damage to property resulting from Contractor's negligence, gross negligence, intentional or willful misconduct. Where personal injury, death, or loss of, or damage to property, is the result of the concurrence of negligence, gross negligence, intentional and / or willful misconduct of BREC and Contractor, Contractor's duty of indemnification shall be in proportion to its allocable share of fault. The parties hereto intend and agree that this indemnity shall be applied as a comparative fault indemnity, each party being responsible for its own negligence or other act or omission.
10. **Injunctive Relief.** Both parties acknowledge that the provisions of this Agreement are reasonable and necessary for the protection of their respective businesses and that their respective business will be irrevocably and substantially harmed and damaged if such provisions are not specifically enforced, and money damages will not afford a party an adequate remedy for any breaches of this Agreement. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the Parties hereby acknowledge and agree that the non-breaching party shall be entitled to (i) specific performance and (ii) injunctive and other equitable relief (without bond or other security being required) to prevent or restrain a breach of this Agreement. Nothing

herein shall be construed as prohibiting or otherwise restricting a party from pursuing any other rights or remedies it may have at law or in equity in the event of a breach of this Agreement by the non-breaching party.

- 11. Insurance Requirements for Contractors.** The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. **Workers Compensation** insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. **Commercial General Liability** Insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Claims-made form is unacceptable. **Automobile Liability** insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. BREC shall be named as an additional insured as regards to negligence by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to BREC. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to BREC. Neither the acceptance of the completed work, nor the payment thereof, shall release the Contractor from the obligations of the insurance requirements or indemnification agreement. Contractor agrees to supply BREC with certificates of insurance, upon request, reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. BREC reserves the right to request copies of subcontractor's certificates at any time.
- 12. Licenses.** Contractor is responsible for obtaining and maintaining during the life of this Agreement any necessary licenses and permits, in accordance with the laws of the State of Louisiana, to perform the services outlined in Section 2 (Scope of Work) of this Agreement. By signing this Agreement, Contractor agrees he has any such licenses and/or permits, and that he will maintain same. BREC reserves the right to request copies of Contractor's license/permit at any time. If requested by BREC, Contractor must submit same within three (3) days of request.
- 13. Savings Clause.** The parties agree that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought. To the extent that any provision herein shall be adjudicated to be overly broad, invalid, illegal, or unenforceable, such provision shall be amended to reduce, delete there from or reform the portion thus adjudicated to be overly broad, invalid, illegal or unenforceable, in order to be enforceable to the extent allowable under applicable law. Such deletion or reformation is to apply only with respect to the particular jurisdiction in which such adjudication is made.

Each provision of this Agreement is intended to be severable. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein; provided, however, that no provision shall be severed if it is clearly apparent under the circumstances that the parties hereto would not have entered into the Agreement without such provision.
- 14. Legal Fees.** If either party to this Agreement institutes legal proceedings to enforce the terms of the

Agreement, the party substantially prevailing in such proceedings shall be entitled to recover its legal fees and costs incurred in doing so from the other party.

15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Louisiana.
16. **Entire Agreement.** This Agreement and the attachments hereto constitute the entire Agreement and understanding between the parties. This Agreement replaces in full all prior agreements and understandings of the parties hereto and any and all such prior agreements and understandings are hereby rescinded by mutual agreement of the parties. This Agreement may be modified, varied, or amended only by a written instrument signed by Contractor and a duly authorized officer of BREC.
17. BREC, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of BREC, its officers, employees and agents. Accordingly, Contractor shall indemnify and save BREC, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
18. If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
19. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
20. BREC reserves the right to cancel this contract with thirty (30) days written notice.
21. **Termination for Cause:** BREC may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, BREC may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
22. **Termination for Convenience:** BREC may terminate this Agreement at any time by giving thirty (30) days written notice.
23. **Termination for Non-Appropriation Clause:** Should the Invitation to Bid 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.

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

**CONTRACTOR/CONSULTANT COMPANY NAME:** \_\_\_\_\_

By: \_\_\_\_\_  
(Contractor signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

( ) \_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Email Address)

( ) \_\_\_\_\_  
(Fax #)

By: \_\_\_\_\_  
(BREC Director/Assistant Director)

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

\_\_\_\_\_  
(Printed Name)

**BREC Contact Person:**

\_\_\_\_\_  
(Address)

( ) \_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Email Address)

( ) \_\_\_\_\_  
(Fax #)

By: \_\_\_\_\_  
(BREC Superintendent)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

( ) \_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Email Address)

( ) \_\_\_\_\_  
(Fax #)

**BIDDER'S ORGANIZATION**

BIDDER IS:

AN INDIVIDUAL

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A PARTNERSHIP

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

A LIMITED LIABILITY COMPANY

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

A CORPORATION

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 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 bids and execute agreements on behalf of this corporation with BREC, for the Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Finance Director of BREC, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

SECRETARY

AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**BEFORE ME**, the undersigned authority, personally came and appeared \_\_\_\_\_ who, being first duly sworn did depose and say that he/she is a duly authorized representative of \_\_\_\_\_ receiving value for services rendered in connection with:

\_\_\_\_\_

a public project of the Recreation and Park Commission for the Parish of East Baton Rouge, Louisiana. Pursuant to the provisions of LSA R.S. 38:2224, affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he/she received or will payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant. No part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Pursuant to the provisions of LSA R.S. 38:2212.10, (1) Contractor is registered and participates in a status verification system, the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the "E-Verify" program, to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; (2) Contractor shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana; (3) Contractor shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with paragraphs (1) and (2).

Pursuant to the provisions of LSA R.S. 38:2227, that if a sole proprietor, he/she has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below; that if representing a bidding entity, no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below: Public bribery (R.S. 14:118); Corrupt influencing (R.S. 14:120); Extortion (R.S. 14:66); Money laundering (R.S. 14:230); Theft (R.S. 14:67); Identity Theft (R.S. 14:67.16); Theft of a business record (R.S. 14:67.20); False accounting (R.S. 14:70); Issuing worthless checks (R.S. 14:71); Bank fraud (R.S. 14:71.1); Forgery (R.S. 14:72); Contractors; misapplication of payments (R.S. 14:202); Malfeasance in office (R.S. 14:134).

\_\_\_\_\_  
Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Baton Rouge, Louisiana.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary ID No.: \_\_\_\_\_

Attachment A  
Scope of Services

## Scope of Services

1. **Audio/Sound Designer** plans and provides the sound effects in the play, which may include music from existing sources such as recordings, or by means of a composer hired to write original music for the show. All the music and/or effects in a play, considered as a whole, make up the show's "soundscape." In addition to the sounds of the words spoken by the actors, a play may also call for sound effects to recreate lifelike noises, or abstract and unidentifiable sounds (including music) to support the production. This position requires the designer to be knowledgeable, trained, and certified with *PreSonus StudioLive 16.0.2 USB 16-channel Digital Mixer* or compatible digital sound mixer.
2. **Audio Visual Assistant** manages the setup, operation, and maintenance of audio, video, and lighting equipment for meetings, events, and presentations. Key duties include delivering equipment, troubleshooting technical issues, providing customer support to users, and performing routine maintenance. They ensure smooth technical execution of events by managing microphones, projectors, and video feeds. This position requires the assistant to be knowledgeable, trained, and certified with *PreSonus StudioLive 16.0.2 USB 16-channel Digital Mixer* or compatible digital sound mixer. Must be knowledgeable and trained in the use of *QLab*.
3. **Lighting Designer** creates the artistic and technical lighting concepts for performances, events, or architectural spaces, managing the design from concept through installation. Their scope includes collaborating with creative teams, producing lighting plots and schedules, selecting equipment, overseeing focus/hang, and programming cues to establish mood, visibility, and safety. This position requires the designer to be knowledgeable, trained, and certified with *ETC Element 2 DMX Lighting Console with 1024 Outputs and 40 Faders* or comparable lighting console.
4. **Stage Manager** acts as the central hub of communication between directors, designers, cast, and crew, ensuring a production runs safely and efficiently from rehearsals to performances. Key duties include scheduling, recording blocking, calling technical cues, managing props/sets, and distributing reports. They ensure the director's vision is maintained throughout the show's run. This position must have extensive knowledge, training, and certification of theatre production, specifically to calling technical cues for any type of stage production.
5. **Stagehand(s)** are responsible for the setup, operation, and teardown of technical equipment and scenery for live events, theater, concerts, or film/TV. Key responsibilities include loading/unloading trucks, building stages, hanging lighting/sound gear, operating fly systems, managing props, and ensuring safety behind the scenes. This position requires extensive knowledge, training, and certification in most theatre venues, rigging and staging equipment.
6. **Follow Spot Operator** manually tracks performers with a high-intensity light to keep them illuminated. Key duties include pre-show equipment checks (lamp, color gels), executing cues from the lighting director (fades, color changes), maintaining a precise beam (iris/focus) on the performer's upper body, and managing smooth, fluid movements to avoid distracting the audience. This position requires knowledge, training and

certification with most standard spotlights.

## Attachment B

### Price Sheet

# Price Sheet

<b>Position</b>	<b>Price</b>	<b>Unit</b>
Audio/Sound Designer		
Audio Visual Assistant		
Lighting Designer		
Stage Manager		
Stagehand(s)		
Follow Spot Operator		