



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

**Sealed Bid Number 1772
Power Breezer Mist System
File No. F-01143**

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

Bids/Proposals will be accepted until: 11:00 a.m. (CT)

Advertisement: The Official Journal, THE ADVOCATE of Baton Rouge:

THIS IS THE BID/PROPOSAL OF:

Company: _____

Submitted by: _____ Title: _____

Address: _____

Telephone Number _____

Date _____

Please read bidding instructions on the next page carefully!

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

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.

Standard Terms and Conditions for Bids

INSTRUCTIONS TO BIDDERS

Bidders are urged to promptly review the requirements of these specifications, 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 specifications, 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 in electronic format at www.bidexpress.com. Bidders may register and view complete bid documents and Instructions for Bidder. Questions about this procedure shall be directed to Bid Express Customer Service at support@bidexpress.com. Toll free phone: (888) 352-BIDX (2439), Phone: (352) 381-4888, Fax: (352) 381-4444, Monday thru Friday, 6am - 6pm CST. See also <http://www.brec.org/assets/bidderinst.pdf> for instructions.
4. Electronic Bids must be submitted through www.bidexpress.com prior to the bidding deadline. Bidders utilizing the electronic bid process are responsible for confirming that all documents are properly submitted and received by Bid Express.
5. Paper bid forms must be submitted in a sealed, opaque envelope and endorsed with 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. The Purchase Order or written contract is the only binding contract to be issued against this bid. Signing of vendor's forms is not allowed.
9. All bid prices must be typed or written in ink, unless submitted electronically through our electronic bid system. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder.
10. Bid prices shall include delivery of all items FOB: Destination, or as otherwise provided.
11. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. BREC's payment terms is Net 30. Invoices are to reference the purchase order or contract number issued for each delivery or service rendered, as this number will change on each request for product or service rendered. Invoices are to be emailed to: accountspayable@brec.org.
12. By signing the bid, the bidder certifies compliance with all Instructions to Bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. Other means of submittal is through our electronic bid system. (See #4.)
13. BREC reserves the right to award items on an all-or-none basis and to reject any or all bids and waive any informalities.
14. BREC reserves the right to cancel this contract with thirty (30) days written notice.
15. 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.
16. BREC is exempt from all state and local sales and use taxes.
17. Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current style and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply, unless otherwise specified in the solicitation.
18. 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.
19. All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
20. Vendors must clearly identify bids by name, bid number and bid opening date and time on face of sealed envelope.
21. Bid Bond is NOT Required for this bid, unless otherwise stated in bid documents.

22. 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.
23. **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.**
24. In order to receive ACH payments, you must complete the attached ACH Vendor Payment Authorization Agreement form. Please return the completed form to the Accounts Payable Department via email (Accountspayable@brec.org).
25. 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.
26. 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.
27. 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.
28. 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>.
29. 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: _____.

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 Recreation and Park Commission for the Parish of East Baton Rouge, Louisiana.

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

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

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

Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____, at Baton Rouge, Louisiana.

Notary Public

Printed Name: _____

Notary ID No.: _____

ACH VENDOR PAYMENT AUTHORIZATION AGREEMENT

PLEASE TYPE or PRINT LEGIBLY

☐

NEW

☐

REVISION (Please Check One)

I authorize the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) to deposit payment for services rendered or goods provided directly into my account at the financial institution listed below. If BREC erroneously deposits funds into said account, I authorize BREC and the financial institution to initiate the transaction(s) necessary to correct the error. This authorization will remain in effect until BREC has received written notification from me of my termination and BREC has had reasonable opportunity to act upon it.

Name of the Vendor/Payee

Financial Institution Name

Vendor/Payee Address

Financial Institution Address

City

State

Zip Code

City

State

Zip Code

Vendor/Payee E-mail for Vendor Accounts Receivable Dept.

Financial Institution Representative Name

Title

Last four (4) digits of Social

Last four (4) digits of

Security Number

Financial Institution Telephone

Number ()

Vendor/Payee Contact Name

Financial Institution Routing Number

Contact Telephone Number

Contact Fax Number

Account Number

Checking

Savings

()

()

In the future, BREC may implement a system whereby purchase orders are sent to vendors via EMAIL. Please provide an email address where BREC may send future purchase orders below:

Is the financial institution indicated above outside the United States?

Yes

☐

No

☐

Print Name and Title of Payee Authorized Official

Payee Authorized Signature

Date

INTERNAL USE ONLY

Vendor ID #

Purchasing Initials

Accounts Payable Initials

IMPORTANT:

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

ACH Vendor Payment Authorization Frequently Asked Questions

FAQ's

Here are some frequently asked questions and answers:

Q. What is ACH Vendor Payment?

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

Q. Who is eligible for ACH Vendor Payment?

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

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

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

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

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

Q. Is my payment safe?

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

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

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

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

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

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

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

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

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

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

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

Q. What do I need to do?

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

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



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

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

IMPORTANT:

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

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

The diagram shows a voided check with the following fields and callouts:

- Payor Information:** John & Jane Doe, 123 Your Street, Anywhere, USA 12345
- Date:** 2001
- Pay To The Order Of:** _____ \$ _____ DOLLARS
- Bank Information:** YOUR BANK, 123 Your Bank's Street, Anywhere, USA 12345
- Memo:** _____
- Routing & Transit #:** 012347678 (Callout: Routing & Transit # (9 digit number between these two symbols))
- Account #:** 123456789 (Callout: Checking Account # (usually follows the Routing & Transit #))
- Check Number:** 2001 (Callout: Check Number (is not needed to complete this form))

ATTACH VOIDED CHECK

INVITATION TO BID	Recreation and Park Commission for the Parish of East Baton Rouge	BID DUE DATE & TIME 12/09/2019 11:00AM CST
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TITLE: SB 1772 Power Breezer Mist System		RETURN BID TO: PURCHASING DEPARTMENT RECREATION AND PARK COMMISSION FOR THE PARISH OF EAST BATON ROUGE 6201 Florida Blvd Baton Rouge, LA 70806 Purchasing Manager – Lori Foreman Telephone – 225-272-9200 ext. 1522 Email:
File No: F-01143 Requisition No:		
Ad Dates: November 22, 2019 & November 27, 2019		
VENDOR NAME		MAILING ADDRESS
REMIT TO ADDRESS		CITY, STATE, ZIP
TELEPHONE No.	FAX No.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE
AUTHORIZED SIGNATURE		PRINTED NAME

ENUMERATE ADDENDA RECEIVED (if any) _____

DELIVERY 45 DAYS MAXIMUM AFTER RECEIPT OF ORDER

F.O.B.: DESTINATION - TERMS: NET 30

DUE TO FISCAL YEAR CONSTRAINTS, FUNDING MAY BE UNAVAILABLE FOR PAYMENT FOR ITEMS NOT DELIVERED BY 12/31/2019. IF DELIVERY CANNOT BE MADE IN ACCORDANCE WITH THE ORDER, VENDOR MUST ADVISE THE DEPARTMENT OR INABILITY TO SUPPLY

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The above signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

PRICING SHEET

Page 1 of 1

The specification describes the minimum requirements. The equipment shall be new, of current manufacture, a production model, and meet or exceed the minimum requirements. Bidders should identify whether the proposed product bidding comply with the minimum requirements and identify any deviations to the requirements.

ITEM	DESCRIPTION	QUANTITY	UNITS	TOTAL PRICE
1.	Power Breezer PB10-A-06-B or Approved Equal	10	EA: _____	_____
2.	Freight	1	LOT: _____	_____
	Grand Total:			_____

SPECIFICATIONS

Page 1 of 1

The specification describes the minimum requirements. The equipment shall be new, of current manufacture, a production model, and meet or exceed the minimum requirements. Bidders should identify whether the proposed product bidding complies with the minimum requirements and identify any deviations to the requirements.

- Outdoor Rated Misting System to cool and area up 80' (3,000 sq. ft.)
 - High Humidity Test - Passed
 - Blowing Sand Test - Passed
 - Blowing Dust Test - Passed
 - Blowing Rain Test - Passed
 - High Temperature Storage Test - Passed
- Rated at 110V
- Ability to run up to 12 hours a day
- Integrated Water Container: 100 Gallon Tank (Optional hose connection)
- No calcification or clogging parts
- Oscillation capabilities
- Easy movement/portability, with heavy duty or rugged design.
- Auto Shut-off for pump if it's dry
- ETL Certification
- Minimum 3 Year Full Warranty to include all moving parts.