

REQUEST FOR PROPOSAL

To Provide Management Services for
The Jefferson Parish Performing Arts Center for the
Department of general Services



RFP No.: 0485

Proposal Receipt Date: July 30, 2024

Proposal Receipt Time: 3:30 p.m.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504) 364-2678

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**REQUEST FOR PROPOSAL
FOR
MANAGEMENT SERVICES FOR THE
JEFFERSON PARISH PERFORMING ARTS CENTER**

1.1 Background

The Jefferson Performing Arts Center (JPAC) is located at 6400 Airline Drive, Metairie, Louisiana, between LaSalle Park and the Shrine on Airline.

Positioned ideally in the suburbs of New Orleans and the heart of Jefferson Parish, Jefferson Performing Arts Center offers its clients a unique population base. Over 500,000 people reside within a 15-mile radius of the facility. The demographics of these residents include a broad array of ethnic and cultural heritages, which adds to the potential draw for successful events.

The center features 1004 seats, four box seating areas, over 86,000 square feet, a VIP suite, concessions, and free lighted parking. The center is an ideal venue for events of all kinds, including world-renowned theater performances, graduations, corporate rollouts, podcasts, laser light shows, international dance competitions, community theater, festivals, holiday parties, consumer shows, film festivals, concerts, galas, comedy shows, and other significant events.

Jefferson Parish, hereafter referred to as the "Parish," is seeking proposals from qualified, experienced organizations or firms to provide the venue and event consultation, management, and operations services for Jefferson Performing Arts Center on behalf of Jefferson Parish. Proposers must demonstrate proven experience in providing comprehensive management and full-service operations at performing arts-type facilities in comparable or larger markets.

Proposers must agree to provide all services included in this Request for Proposal. Jefferson Parish will, however, consider the proposer's use of affiliated companies or subcontractors to provide consolidated and support services (individually or collectively referred to as "Subcontractors"). In the event proposer intends to use Subcontractors for any services described herein, the proposer shall identify such Subcontractors in response to this Request for Proposals inclusive of complete contact information, the proposed scope of work anticipated to be assigned to the Subcontractor with demonstrated evidence of experience and qualifications to perform commensurate with the level of quality necessary to fulfill the obligations of the proposer as required in this Request for Proposals and any resulting agreement with Jefferson Parish. Subcontractors shall not be used as a management partner.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified Proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, Proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards, and Jefferson Parish (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution.

1.3 Goals and Objectives

The objective is to select a firm with experience in facility services that can demonstrate a reduction in operating costs while maintaining or improving the quality and level of service to the public and the variety of offerings.

The firm must be experienced at providing systems similar in nature and complexity, in comparable or larger markets, to the project outlined in this request for proposal.

Proposers submitting responses to this RFP must have at least ten (10) years of experience managing comparable facilities of similar size, functionality, and complexity.

1.4 Proposer Minimum Requirements

To be considered under this RFP, the Firm and member(s) of the Firm's senior staff must be experienced at providing management services similar in nature and complexity to the project outlined in this Request for Proposal and meet the following criteria by providing written documentation validating the following:

- a) Proposer must be properly licensed to perform all services identified within this RFP.
- b) Proposer must currently provide management services for comparable stand-alone performing arts venues.
- c) Proposer must demonstrate a minimum of ten (10) years' experience as the sole and exclusive provider of facility management services in the successful management and operations of stand-alone performing arts venues of similar size, scope, functionality, and complexity.
- d) Proposer must provide a minimum of five (5) references (governmental and private), for whom equal or larger scope of services in at least five (5) facilities comparable in size, scope, functionality, and complexity, are either currently being provided or have been provided in the last six years. Name, title, current address, facsimile number, e-mail address, and telephone number for contact person(s) of each reference shall be

included, along with the name of and a description of the type of facility, annual attendance, and scope of services provided.

- e) Proposers must provide an overview of their business plan relevant to the performance of the functions for all identified areas of scope.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ www.jeffparishbids.net	6/12/2024	At least 30 days prior to the last day that proposal will be accepted
B. Pre-Proposal Conference (if required)	7/15/2024	9:00a.m.-10:00 a.m.
C. Deadline to receive written inquiries	7/22/2024	4:30 p.m.
D. Proposal Receipt Date and Time	7/30/2024	3:30 p.m.
E. RFP Evaluation Committee Meeting		TBD

Proposers are encouraged to check the general information board in the General Government Building at 200 Derbigny St., Gretna, and the Joseph S. Yenni Building at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website.

F. Council Selection via resolution	To be scheduled
G. Contract Ratification via resolution	To be scheduled

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than the date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark the outside of the electronic envelope with the following information and format:

- Proposal Name: **Management Services for The Jefferson Parish Performing Arts Center**
- Proposal No. **0485**
- Proposal Receipt Date and Time: **July 30, 2024 3:30 P.M.**

Proposals will only be received online through the Jefferson Parish e-Procurement site, Central Bidding. Central Bidding can be accessed by visiting either www.jeffparishbids.net or www.centralbidding.com. Registration is required and free for Jefferson Parish Proposers by accessing the following link: www.centralauctionhouse.com/registration.php.

The proposer is solely responsible for the **timely submission** of its proposal. Late proposals will not be accepted.

Price Proposals and/or Cost Proposals shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as **“Pricing Attachments”**. Cost Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Proposal Evaluation during the RFP Evaluation Committee Meeting. Once read, the Cost Proposals will be evaluated and scored in accordance with Section 1.31. Price Proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

RFP Evaluation Committee Meetings are open to the public.

1.7 Proposal Response Format

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

Technical Proposals:

- 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 negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Elements: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications. (See Section 2.7.A for further details.)
1. Maintenance plan to keep the Center in good order and condition, as required by Section 2.1, Scope of Work/Services (Facilities);
 2. Operational plan for execution of the proposed facility use. This plan should include tasks to be performed, responsibilities of both parties, and a timeline for the execution of all operational activities;
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status of related services to government entities, documentation of existing client satisfaction, demonstrated volume of merchants, etc.
- E. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and for full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- F. Financial Profile: Proposers are required to submit documentation from the past three (3) years demonstrating proposer's financial stability and economic independence to include documentation of any donations, grants, subsidies, etc. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals and/or price schedules.
- G. Proposer must include a proposed budget that includes projected revenues and expenditures by line item for proposed operating costs for years 1 through 3 (see Attachment "C" which is **ONLY** a sample and may not be inclusive or exclusive of actual budget elements).
- H. Cost Proposal: Proposer's fees and other costs shall be submitted **in a separate online envelope (Named Decryption Key #2)** with proposal submission. This cost proposal shall include any and all costs the proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. The cost proposal shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost proposal shall take place after technical evaluation has been completed.

1.8 Number of Response Copies

Each Proposer shall submit one (1) original **electronic** signed proposal. PDF files are preferred. Price Proposals **shall not** be included in the Technical Proposal of the proposal.

1.9 Legibility/Clarity

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

A pre-proposal conference will be held at **9:00 a.m., July 15, 2024 at the General Government Bldg., 200 Derbigny Street, Suite 4400, Purchasing, Gretna, 70053.** Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto. Any Prospective Proposer intending to submit a proposal is encouraged to attend and should have at least one authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the pre-proposal conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions in the form of addenda provided to all Prospective Proposers.

1.11 Written Inquiries

The Parish shall only consider written and timely communications from Prospective Proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all Prospective Proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all Prospective Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. **Without exception, all questions MUST be in writing** (even if an answer has already been given to an oral question during the pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and Prospective Proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than 3:30 p.m., three (3) full business days from the date the addendum is posted. If necessary, another addendum will be issued to address any 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 clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the Prospective Proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all Prospective Proposers.

Inquiries in accordance with this section may be delivered by e-mail or **posted on the Central Bidding site**:

Phone: **504-364-2680**

Buyer Email: **sfolse@jeffparish.net**

Buyer Name: **Shanna Folse**

1.13 Required Signed and Notarized Affidavits

Affidavits must be completed, signed, properly notarized and submitted in its original format prior to contract approval in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances. For the convenience of Proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*.

All Proposers who submit a proposal with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the Proposer, who would assist in providing services or materials under the proposal or who would share in any fees, commissions or other remuneration under the proposal. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and approved by Council Resolution. Said written request shall provide the detailed justification of the compelling need for such additional substitution.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of fifty thousand dollars (\$50,000.00) to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

1.16 Fidelity Bond Requirements

The successful proposer shall be required to provide a fidelity bond or proof of fidelity insurance with the following coverage and limit: 1. Employee Theft of Client Property with a limit equal to or greater than \$100,000; 2. With a maximum single loss retention of \$5,000; and the Parish of Jefferson is to be named as the obligee.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time a contract is executed.

1.18 Revisions, Withdrawals, Protest Procedures

Changes or revisions may be made to submitted proposals, prior to the Proposal Receipt Date and Time, through the Jefferson Parish e-Procurement System. All addenda and changes must cross-reference the relevant RFP section.

Proposer(s) request(s) for withdrawal of proposal(s) to this RFP must be submitted in writing and received prior to the Proposal Receipt Date and Time as set forth in Section 1.5, Schedule of Events.

Any Proposer that submitted a proposal in response to this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the Proposer.

1.19 Cost of Offer Preparation

All proposals submitted in response to this RFP shall be at the sole cost and expense of the Proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with Proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

- A. The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net/departments/purchasing/forms.
- B. 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, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.
- C. It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.
- D. **Inspector General:** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The Selected Proposer shall be required to provide all items and services offered in their proposal. The Selected Proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the proposer intends to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). Upon request of Parish, the information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor used to satisfy any of the Proposer Requirements and/or Scope of Work included in the proposal. Please note that Subcontractors cannot be used to satisfy the license requirements of this RFP. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

1.26 Insurance Requirements

Selected Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353, as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net/departments/purchasing/forms.

1.27 Subcontractor Insurance

The Selected Proposer shall include all subcontractors as named insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353, as amended. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net/departments/purchasing/forms.

1.28 No Guarantee of Quantities

NOT REQUIRED FOR THIS RFP

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the Proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for award. Contract negotiations are limited by Section 1.22(B) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP Evaluation Committee shall seek authorization from the Council to negotiate a contract with another Proposer under this RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal Receipt Date and Time if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of representative from the requesting department(s), a representative from the Council Research and Budget Office, a representative from the Purchasing Department, a representative from the Finance Department and a representative from the Parish Attorney's Office, who will be a non-evaluating member and shall act as secretary of the Evaluation Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council Resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The maximum Technical Proposal points shall be calculated by multiplying the number of Technical Proposal points assigned to the technical criterion multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Proposal Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual technical score sheets, the Purchasing Department representative and the representative of the requesting department(s) shall tally the individual scores to obtain a total Technical Proposal evaluation score for each Proposer. Following the tabulation of Technical Proposal scores, the Purchasing Department representative shall open the sealed Cost Proposals, and shall read the pertinent portions of those Cost Proposals aloud. To the extent necessary, the Evaluation Committee may further review and analyze the Cost Proposals and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council.

After discussion of all price proposals, the Finance Department representative shall calculate the Price Proposal Evaluation portion of the scoring sheet, using the Cost Proposals submitted by Proposers and the formula below. The Price Proposal evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. The maximum Price Proposal points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The Proposer with the lowest combined Cost Proposal Offer shall receive the highest evaluation score.

Other Proposers will receive a cost evaluation score computed as follows:

$$CS = (LPC/PC * X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed costs submitted

PC = Proposer's cost

X = Maximum combined cost points available.

After the Finance Department completes the cost evaluation scores, the Purchasing Department and the requesting department shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department representative, the Finance Department representative and the requesting department representative. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified Proposers and explaining their rationale. Attached to the memorandum shall be copies of the Price Proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those Price Proposals. A list of names of the responsive and responsible Proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible Proposers. Responsibility of a Proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the Proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the Evaluation Committee Meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net, for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the Proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the Evaluation Committee; except that the Council may select a Proposer or multiple Proposers other than the highest-ranked Proposer provided that Proposer selected has been given a cumulative score by the committee that received a total maximum score of at least eighty percent (80%).

There are times when selection of multiple Proposers to provide the same services in in the best interest of the Parish. If multiple Proposers are selected, the Parish administration is to negotiate favorable contract terms which are to include identical pricing for all Selected Proposers.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the Proposer can submit, from a technical standpoint; and from a price standpoint. If the Evaluation Committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all Proposers.

1.32 Indemnification

Selected Proposer shall agree to indemnify and hold harmless the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Selected Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Selected Proposer under this RFP.

Further, Selected Proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to the services required to be performed by Selected Proposer under this RFP. Selected Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The Selected Proposer shall address and send the invoice to the **Department of General Services** pursuant to the payment terms negotiated in the contract. Payments will be made by the **Department of General Services** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Department of General Services and Accounting Department**. Invoices shall include the contract and order number, using department and product or service authorized under this RFP and ensuing contract. Invoices submitted without the referenced documentation will not be approved until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution.

Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

1.34 Termination

The Proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the Parish; but said contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties thereto.
- B. By the Parish as a consequence of the failure of Selected Proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Selected Proposer(s) provided the Parish will give Selected Proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the Parish) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the Parish for convenience by issuing Selected Proposer(s) thirty (30) days written notice.
- E. By the Parish for any act of discrimination committed by the Proposer, or failure to comply with the statutory obligations, when applicable, of Title VI and 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 Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The Proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the Selected Proposer(s) shall not be assigned or

subcontracted in whole or in part by said Selected Proposer(s) as to the services to be performed hereunder without the written consent of the Parish by Council Resolution, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and 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 Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of the contract.

1.37 Audit of Records

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuing contract, Selected Proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Selected Proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during Selected Proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make copies of Selected Proposer's records shall be at the sole expense of Parish.
- B. Periodic and/or Annual Reports. At any time, the Parish may request that the Selected Proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuing contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The Selected Proposer shall maintain all records in relation to the proposed contract at its location for a period of at least five (5) years upon expiration or earlier termination of

the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The Proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by Proposer upon request at expiration or earlier termination of a contract.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) Resolution No. 136353; and, 4) the Proposer's proposal and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide contract between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

Substitution of personnel shall be approved by the Council, prior to any replacements. In addition to the foregoing, if during the term of the contract, the Selected Proposer cannot provide the personnel or subcontractor as stated in its proposal, Selected Proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The Selected Proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated contract if the Selected Proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, or court order; provided the Selected Proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as cause or grounds for early termination of the contract.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with

provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353.

1.45 Claims or Controversies

Proposer, as evidenced by his/her signature, agrees that the ensuing contract shall be made in accordance with the laws of the State of Louisiana. The Proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Management Firm shall be required to manage and operate the Jefferson Performing Arts Center and contract for its use in a manner that will promote and further the goals and objectives as outlined in this Request for Proposals. In order to facilitate a more uniform price proposal this section has been broken down into four services, Facilities, Fiscal Management, Operations, and Concessions. For each of the categories the successful Firm will be required to do the following:

- A. Coordinate the efforts of all parties involved in the operation of the Jefferson Performing Arts Center and establish and maintain consistent procedures for cost estimating, reporting, maintenance and payment of invoices, and preparation of budgets and reports.
- B. Provide marketing for the use of the facility, advertisement of events, and generate income from the “reader board” advertisement capabilities.
- C. Monitor actual and projected operating expenses and advise Jefferson Parish if projected costs exceed the amounts set forth in approved budgets.
- D. Provide a maintenance plan to the Parish that includes preventive and predictive maintenance procedures reasonably designed to keep the Jefferson Performing Arts Center in good order and condition, subject to ordinary wear and tear, and maintain it in such order and condition.
- E. Attend Parish Council meetings as often as necessary to facilitate communications and coordination of the Jefferson Performing Arts Center operations and activities.

Facilities

- A. The Management Firm shall provide all labor to maintain the facility's exterior clean and free from trash, debris, etc.
- B. The Management Firm will be responsible for informing the parish of all maintenance needs an upgrading of all theatrical elements in the building.

- C. The Parish will be responsible for payment and maintenance, inspections, and repairs of all roofs, walls, floors, windows, doors, electrical, plumbing, mechanical, life safety, gas, water, and elevator equipment in the facility. The parish will also provide all termite and pest control services needed for the facility. The parish will provide a security guard for the building 8 a.m. through 4:30 p.m. Monday through Friday.
- D. The Management Firm will provide asset and property management services.
- E. The parish will process payment of all operating expenses, such as utilities, taxes, insurance, maintenance, and other bills.
- F. The Management Firm will provide accounting and bookkeeping services and coordinate third-party audit and tax preparation.
- G. The Management Firm will submit quarterly reports as required, including public record request responses.
- H. The Parish will coordinate, manage, and oversee repairs and alterations to preserve the property's economic life and upkeep.
- I. The Parish will provide management oversight for the procurement and installation of furniture, fixtures, and equipment (FF&E) and non-FF&E building improvements.
- J. The Management Firm will comply with all local, state, and federal codes, policies, and regulations regarding all work performed pursuant to this Scope of Services.
- K. The Management Firm will ensure that all required licensing, bonding, and insurance requirements are carried out by the Management Firm, all employees and subcontractors, and all other persons engaged in all work under this Scope of Services.
- L. The Management Firm will create, manage, and enforce the terms of rental agreements.
- M. The Management Firm will provide 24-hour year-round emergency response for call-outs for fire alarms and other building emergencies.
- N. The Management Firm shall not enter into any contracts or agreements without approval from Jefferson Parish.

Fiscal Management

- A. By Generally Accepted Accounting Principles (GAAP) and industry best practices, provide professional bookkeeping necessary to maintain the records (electronic and hard copy) specified in this RFP and retain those records for seven (7) years. Jefferson Parish shall have the right to audit the management firm's books concerning the management and facility operations with not less than forty-eight (48) hours' notice during reasonable business hours.
- B. By GAAP and industry best practices, provide a detailed account reconciliation for each event in the general ledger.

Operations

- A. Coordinate the work of all parties performing work in connection with operating the Jefferson Performing Arts Center.
- B. Negotiate, execute, and monitor contracts, use agreements, licenses, and other agreements with persons who desire to schedule events, performances, telecasts, broadcasts, or other transmissions in, from, or to the Jefferson Performing Arts Center or who desire otherwise to use the Jefferson Performing Arts Center or any part thereof or that otherwise pertain to the use, operation, and occupancy of the Jefferson Performing Arts Center or any part thereof.
- C. Coordinate and negotiate contracts for all advertising, licensing, promotional activities, ticket sales, marketing, and public relations for the Jefferson Performing Arts Center.
- D. Plan, coordinate, and administer the Jefferson Performing Arts Center operations and continue to identify, select, and train the Jefferson Performing Arts Center's staff and volunteers.
- E. Require that all persons using the Jefferson Performing Arts Center or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction over the Jefferson Performing Arts Center.
- F. Furnish all services, personnel, materials, tools, machinery, equipment, and other items necessary to accomplish the foregoing requirements.

Concessions

- A. Select and negotiate contracts with vendors for all concessions at the Center, including the sale of food, beverages, alcoholic beverages souvenirs, novelties, and programs. After paying the appropriate vendors, the management firm will be allowed to keep all revenues derived from the sale of the concessions. These revenues should be considered in the annual price charged to the parish to manage the center.
- B. The scope of work shall be limited in that the right to distribute and sell beer, wine, and mixed drinks inside the Jefferson Performing Arts Center will be exclusive to the firm holding the necessary licenses and permits; however, the right to distribute and sell beer, wine, and mixed drinks in the Festival Fields shall be non-exclusive.

2.2 Period of Agreement

The term of any resulting contract shall be for (5) Five years with four (4) one-year term options to extend, upon mutual agreement of the parties.

2.3 Cost Proposal (Price Schedule)

Cost Proposals must be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as **“Price Attachment”**. Cost Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Proposal Evaluation during the RFP Evaluation Committee Meeting. Cost Proposals shall not be included in the Technical Proposal evaluation criteria. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price Proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

Pricing **must** be submitted on the Cost Proposal form furnished as Attachment “B”. All Cost Proposals shall be inclusive of any and all additional costs and expenses, including shipment. Cost Proposals submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location(s) where service(s) are to be performed is 6400 Airline Drive, Metairie, LA 70003.

2.6 Financial Profile

Proposers are requested to submit documentation from the past 3 years demonstrating firm’s financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer’s financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the company’s financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

2.7 Technical Proposal Elements

A. Technical

- Each proposer shall address how the proposer will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:
 1. Plans and/or schedule of implementation, orientation, and/or installation, etc.
 2. Plans for necessary training including temporary employees and volunteers.
 3. Plan for maintaining current I-9 forms on all temporary employees and volunteers.
 4. An affirmative statement that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.
 5. Information concerning any innovative concepts pursuant to this RFP that the proposer wants considered by the Parish.

B. Qualifications and Experience

The respondent must meet the minimum requirements by providing written documentation validating the following:

Proposer must submit documentation that demonstrates that the proposer has at least ten (10) years' experiences as the sole and exclusive provider of facility management services in successful management and operations of stand-alone performing arts venues of comparable size, scope, functionality and complexity

1. Proposer shall provide a listing of all comparable or larger publicly-owned performing arts facilities it currently manages and operates, inclusive of the performing arts centers' names, addresses, primary management personnel with contact information, and contact information of the public entity's contract manager, or equivalent position, who oversees proposer's agreement for performing arts center management.
2. Proposer shall provide documentation of a minimum of ten (10) years' experience as the sole and exclusive provider of facility management services in successful management and operations of stand-alone performing arts venues of similar size, scope, functionality, and complexity.

3. Proposer shall provide a minimum of five (5) references (governmental and private), for whom equal or larger scope of services, in at least five (5) facilities comparable in size, scope, functionality, and complexity, are either currently being provided or have been provided in the last six years. Name, title, current address, facsimile number, e-mail address, and telephone number for contact person(s) of each reference shall be included, along with a description of the type of facility, annual attendance, and scope of services provided.
4. The proposer shall demonstrate knowledge of and experience in providing tourism, destination marketing, and sales services at the centers where it currently manages.
5. The proposal shall provide specific details concerning how the Firm will assist the Owner with developing policies, procedures, rate schedules, service pricing, and lease agreement terms and conditions.
6. The proposer shall provide a list of all senior-level corporate personnel anticipated to be actively participating in the response to this RFP and/or any of the services contemplated in the award of an agreement resulting from this RFP.
7. The proposal shall describe how the management function will be organized and provide a staff organizational chart. Include any relevant information regarding additional services that can be provided to support the onsite management team and the functions that will be performed.
8. Proposer shall disclose any agreement terminated, with or without cause, or not renewed by a public or private entity for management and operations of any arena, performing arts center, or outdoor amphitheater within the past five (5) years, together with the reasons for termination or non-renewal.
9. Proposer shall demonstrate the financial capability necessary for Jefferson Parish to assess, in its judgment, the viability of the proposer to enter into and to provide the services at the level anticipated in this RFP, or higher, as well as any action concerning a contemplated sale, act of receivership or reorganization of the proposer or any subsidiary that is, or has previously been, engaged in delivery of performing arts center services as contemplated in this RFP.
10. Proposers shall submit plans for the following services related to the management and operations of the Jefferson Parish Performing Arts Center.

- a. Corporate Support—Summarize any plans to provide corporate and/or regional support to the proposer’s services associated with managing and operating the Jefferson Performing Arts Center.
 - b. Sales & Marketing – Summarize the proposer’s sales and marketing strategy for promoting and securing events to be scheduled and presented at the Jefferson Performing Arts Center. Demonstrate proposer’s experience working with Destination Marketing Organizations and other entities with missions supportive of comparable convention center bookings and operations.
 - c. Operations – Provide an operational plan describing operation, security, and customer service.
11. Proposer shall describe the firm’s strategy for minimizing annual operating expenses and maximizing the operating yearly revenues of the facility, including identification of any cost savings that may result from allocated personnel, application of regional resources, or other strategies that will help achieve optimum financial efficiency.
12. Proposer shall provide resumes for key staff members delivering the scope of services, including account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project.
13. The Proposer shall include information demonstrating the Proposer’s financial stability and certification to obtain and maintain bonding and insurance requirements.

PART III – FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions

NOT APPLICABLE

PART IV – EVALUATION

4.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well a proposer’s approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost Proposals shall constitute twenty-five percent (25%) of the total scoring points assigned. Cost Offers Evaluation shall take place after Technical Proposal Evaluation has been completed.

A. TECHNICAL PROPOSAL (Maximum of 75 Points)

“The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:”

- i. Specific Experience – similar or larger scope of services currently being provided in venues of similar size, scope, functionality and complexity. **20 points**
- ii. Personnel – experience of management staff in similar projects **20points**
- iii. Scope of Services **20 points**
- iv. Financial Profile of Company **15 points**

B. COST PROPOSAL

The proposer with the lowest combined Cost Proposal Offer shall receive the highest evaluation score.

All Cost Proposal Offers will receive a score computed as follows:

$$CS = (LPC/PC*X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer’s cost

X = Maximum combined cost points available

Maximum # of
Points 25 per
Evaluator

TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR.

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

- Proposer's timely submission of reports
- Proposer's submission of accurate and itemized invoices
- Proposer's ability to provide key personnel with knowledge and technical expertise

5.2 Performance Measurement/Evaluation

- Did the proposer respond to Parish correspondence in a timely manner?
- Were complaints/problems resolved in a reasonable and cooperative manner?
- Was the proposer reasonable and responsive to Parish needs?
- Were changes in key personnel made? How often? With or without notice?

PART VI – APPENDICIES

ATTACHMENT “A”

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen’s Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER’S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer’s Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker’s Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage per occurrence and a \$2,000,000 General Aggregate limit, including \$1,000,000 per occurrence/\$1,000,000 annual aggregate Liquor Liability limits.

PROFESSIONAL LIABILITY

Shall provide limits not less than the following: \$1,000,000 per claim and \$2,000,000 annual aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

ATTACHMENT "B"

NAME OF PROPOSER: _____

Cost Proposal

Line Item	Quantity	U/M	Description	Unit Cost	Total Cost
			Provide a cost for the following items needed at the Jefferson Performing Arts Center. The total price must include the following:		
0010	5	Years	Management Fees associated with this contract		
0020	5	Years	Salaries for all employees associated with this contract (must include all employee benefits)		
Grand Total					

Request for Proposals #0485

To Provide Management Services for The Jefferson Parish Performing Arts Center for
the Department of general Services

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP’S) from qualified proposers who are interested in providing **Management Services for The Jefferson Parish Performing Arts Center** for the for the Jefferson Parish **General Services** Department. **Request for Proposals will be received until 3:30 p.m. Local Time on: July 30, 2024.**

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

Request for Proposal Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.**

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that he/she
is the fully authorized _____ of _____ (Entity), the party
who submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant 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 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; and

That 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.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20__.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.