

REQUEST FOR PROPOSAL

Exclusive Exterior/Interior Transit Bus and Paratransit

Vehicle Advertising Contract for Jefferson Parish



RFP No.: 0477

Proposal Receipt Date: April 4, 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

## **EXCLUSIVE EXTERIOR/INTERIOR TRANSIT BUS AND PARATRANSIT VEHICLE ADVERTISING CONTRACT FOR JEFFERSON PARISH**

### **1.1 Background**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP) from firms interested in providing sole and exclusive advertising rights and privileges in and upon all of the 30-foot, 35-foot and 40-foot fixed route buses and 17 paratransit vehicles operated by the Jefferson Parish Department of Transit Administration (JP Transit).

Jefferson Transit currently operates 44 fixed route vehicles (five (5), 30-foot vehicles and thirty-nine (39) 40-foot vehicles) on 11 routes. There are 5 routes on the Eastbank and 6 routes on the Westbank. JP Transit currently operates 17 paratransit cutaway vehicles. Details of the Jefferson Transit routes are available on the JP Transit website ([www.jptransit.org](http://www.jptransit.org)).

### **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 Department of Transit Administration is seeking a competent contractor who can obtain the advertisements needed to realize the revenues projected that would supplement transit operations.

The Jefferson Parish Department of Transit Administration desires to solicit exterior/interior advertisements for display on transit buses.

## 1.4 Proposer Minimum Requirements

Proposer must have a minimum of 5 years' experience in the Bus Advertising business with a bus fleet similar to or larger in size. Proposer must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in the last 12 months. Contact person(s), addresses and telephone numbers for each reference shall be included.

## 1.5 Schedule of Events

**Note: Purchasing Department will complete actual dates and times for items A-D. Evaluation Committee Meeting Date will be scheduled according to committee members' availability and therefore, Items E-G will be determined at later dates.**

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ <a href="http://www.jeffparishbids.net">www.jeffparishbids.net</a>	2/21/2024	At least 30 days prior to the last day that proposals will be accepted
B. Pre-Proposal Conference (if required)	3/13/2024	9:30 a.m.
C. Deadline to receive written inquiries	3/25/2024	4:30 p.m.
D. Proposal Receipt Date and Time	4/04/2024	3:30 p.m.
E. RFP Evaluation Committee Meeting		TBD

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

F. Council Selection via resolution	TBD
G. Contract Ratification via resolution	TBD

**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 date and time shown in the Schedule of Events in order to be considered responsive.**

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

- Proposal Name: **Exterior/Interior Transit Bus and Paratransit Vehicle Advertising Contract**
- Proposal No. **0477**
- Proposal Receipt Date and Time: **April 4, 2024 at 3:30 PM**

**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](http://www.jeffparishbids.net) or [www.centralbidding.com](http://www.centralbidding.com). Registration is required and free for Jefferson Parish Proposers by accessing the following link: [www.centralauctionhouse.com/registration.php](http://www.centralauctionhouse.com/registration.php).

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

Price Proposals and/or Revenue Offers shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as “**Pricing Attachments**”. Revenue Offers 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 Revenue Offers 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.)
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. (See Section 2.7.B for further details.)
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: Proposer's are requested to submit documentation from the past three (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. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the Revenue Offer Proposals.

Price Proposal / Revenue Offers:

Revenue Offers: Proposer's Revenue Offer and any details regarding the structure of such payments to the Parish (hereafter, the "Revenue Offer") **shall be submitted in a separate sealed online envelope (named "Pricing Attachments")** with proposal

submission. This Revenue Offer shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Revenue offers shall be worth twenty-five percent (25%) of the total scoring points assigned. The maximum price proposal points shall be calculated by multiplying the number of price proposal points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. Evaluation of Revenue Offers 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 **9:30 a.m., on March 13, 2024, in the Jefferson Parish Purchasing Department located at 200 Derbigny Street, Suite 4400, Gretna, LA 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: Shanna Folsie

Buyer Name: [SFolsie@jeffparish.net](mailto:SFolsie@jeffparish.net)

## 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 ten thousand dollars (\$10,000) 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 in the amount of ten thousand dollars (\$10,000) to ensure that the Parish is protected from fraudulent acts performed by the successful proposer and/or its employees. The proposer acknowledges and agrees that the fidelity bond may be forfeited for losses that are incurred as a result of fraudulent acts by the successful proposer and/or its employees or subcontractors.

#### **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](http://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 subcontract portions of the work or 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 Proposer Requirements to be met by respective subcontractor(s). Unless specifically permitted in the contract with the Parish of Jefferson, the Selected 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](http://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](http://www.jeffparish.net/departments/purchasing/forms).

## **1.28 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty quantity or services required in the Scope of Work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the Price Proposal.

## **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 Revenue Offerings, and shall read the pertinent portions of those Revenue Offerings aloud. To the extent necessary, the Evaluation Committee may further review and analyze the Revenue Offerings and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council. After discussion of all Revenue Offerings, the Finance Department representative shall calculate the Price Proposal Evaluation portion of the scoring sheet, using the Revenue Offerings 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 highest price shall receive the highest Price Proposal evaluation score.

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

$$RO = (PO/HRO)*X$$

Where:

RO = Revenue offer score for Proposer

HRO = Highest Revenue Offer

PO = Proposer's offer

X = Maximum combined price points available.

After the Finance Department completes the Revenue Offer evaluation scores, the Purchasing Department and the requesting department shall each add the Revenue Offer 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](http://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 revenue statement and payment to the **Jefferson Parish Department of Transit Administration** within ten (10) days after the billing cycle each month or pursuant to the payment terms negotiated in the agreement. Revenue statements shall include the contract and order number, using department and product/service authorized under this RFP and ensuing contract. Revenue statements submitted without the referenced documentation will not be approved until the required information is provided.

With each revenue statement 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 this proposed agreement 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**

- The Jefferson Parish Director of Transit Administration may review and approve all advertisements before being placed in any Jefferson Transit bus. All advertisements which may be exhibited in or upon contract buses shall be of reputable character. Proposer shall not place advertisements for adult establishments (as defined by Jefferson Parish Code of Ordinances Section 40-3), alcohol or tobacco.
- Proposer shall keep full, complete and true active records under this agreement and said records shall be made available for inspection or audit by Jefferson Parish at any reasonable time throughout the period of this agreement.
- Proposer shall be solely responsible for the advertising material and the content of all such advertising exhibited under this agreement and further agrees to hold Jefferson Parish free and harmless from all blame for any and all claims and causes of action by any other party for and on account of the content of the advertising copy, posters, and signs exhibited and carried on said buses of Jefferson Parish under the terms of this agreement.
- Proposer shall have the right to place advertising signs along the sides, fronts, rear and interior of contract buses operated by Jefferson Parish over regular routes.

It is agreed that exterior advertising placed on the buses will be of the removable vinyl material applied directly to vehicles without the use of frames. Normal exterior advertising will be limited to industry standard sizes as established by past practice.

Current exterior signs measure as follows:

#### 40-foot Buses:

Passenger side decal	<b>29" X 48"</b>
Driver's side decal	<b>29" X 193"</b>
Rear decal	<b>22" X 72"</b>
Interior cardboard signs	<b>11" X 390"</b>
Frame behind driver	<b>21" X 23"</b>
Frame on passenger side	<b>18" X 11.5"</b>

#### 30-35-foot Buses:

Passenger side decal	<b>29" X 45"</b>
Driver's side decal	<b>29" X 89"</b>
Rear decal	<b>22" X 72"</b>
Interior cardboard signs	<b>11" X 278"</b>
Frame behind driver	<b>21" X 23"</b>
Frame on passenger side	<b>18" X 11.5"</b>

17 Cutaway Paratransit Vehicles are available for full wrap or small advertising. All exterior wrapped advertising buses and Paratransit vehicles will be negotiated and secured by the FIRM under the following conditions:

- Exterior decal wrapping shall consist of fully covering with professional quality decals the bus exterior in accordance with specifications related to: (a) materials and workmanship of the materials applied to the bus body; (b) colors, graphics, representations and words to be used. All specifications shall include those relating to materials, colors, etc. for work required to return the bus to its original condition.
- Jefferson Parish may first approve all displays and artwork. Approval may be withheld for any reason. All artwork shall be of the highest quality and so maintained until the expiration of the advertising contract.
- All specifications for the paint and body work and the colors, etc. to be used shall be approved by Jefferson Parish prior to the work being ordered and the completed work shall conform to the specifications and shall be subject to inspection by Jefferson Parish when work is completed.
- All transportation and driving of buses related to advertising placed and work done the Jefferson Parish buses as allowed herein shall be done by licensed drivers employed by Jefferson Parish. Proposer shall pay all mileage cost and wages related to the transportation for the specified work.
- Following the expiration of the advertising contract, all fully wrapped buses must be restored to original color schemes (logo included) using materials approved by the bus manufacturer. Restoration shall include repair or replacement of all external surface area as necessary to return the bus to its original condition, prior to the advertising overlay.
- Unless approved by the Jefferson Parish Director of Transit Administration, all contracts shall be for a minimum of twelve (12) months.
- No more than one bus shall be out of service at any one time for the purpose of exterior wrapping as allowed herein.

- When necessary, arrangements for a business to perform all work pursuant to this proposed contract shall be made by Proposer and shall be with only reputable businesses having prior experience in such work and shall have the prior approval of Jefferson Parish.
- All arrangements and necessary details for all work pursuant to this contract, including arranging for the availability of buses, transporting buses, ordering monitoring and overseeing all work, including necessary arrangements for Jefferson Parish's final inspection, shall be the responsibility of proposer.

**FIRM:**

- Shall have the duty to procure signed and approved contracts for each exterior advertiser.
- Agrees to furnish all advertising copies, posters, signs or other advertising material necessary for installation.
- Shall present advertising material to the Jefferson Parish Director of Transit Administration for review prior to installation upon request. Jefferson Parish retains the right to review all advertisements prior to installation.
- Agrees to install all advertising material in connection with this agreement.
- It is expressly agreed that in the event that the advertising entity defaults in making any of the payments provided for herein, and such default shall continue for a period of thirty (30) days after written demand for payment has been made upon advertising entity, Jefferson Parish, at its option, may elect to terminate this agreement and remove all advertising placards, cards, and other materials from its buses. Any such termination hereof will be effective immediately upon giving written notice thereof. All rights of Jefferson Parish under this agreement shall be retained and preserved in the event of any such termination under the terms hereof. Such termination shall not result in a forfeiture or waiver of any such rights.

**2.2 Period of Agreement**

The term of any contract shall be for 3 years commencing on the date of execution, and shall expire 3 years from date of execution, with an option for two (2) additional one-year extensions with approval by the Jefferson Parish Council.

## 2.3 Revenue Offers

Revenue Offers and/or price proposals shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as “**Price Attachment**”. Revenue Offers 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. Revenue Offers 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.

Revenue Offers **must** be submitted on the Revenue Offer form furnished as Attachment “B”. All Revenue Offers shall be inclusive of any and all additional costs and expenses, including shipment. Revenue Offers 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) is/are to be performed is/are **Department of Transit Administration Facilities, 118 David Drive, Metairie, LA and 90 First Street, Gretna, LA.**

## 2.6 Financial Profile

Proposers are requested to submit documentation from the past 3 years demonstrating proposer'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**

### **2.7(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:
  - Plans and/or schedule of implementation, orientation, and/or installation, etc.
  - Plans for necessary training, where applicable.
  - Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.
  - References for at least three state, governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
  - Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
  - Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish

### **2.7(B) Qualifications and Experience**

Proposer must have a minimum of (5) years of Bus Advertising experience and five (5) years of experience wrapping transit vehicles (buses/cutaways) for similar size transit fleet. Proposer will be given weighted credit for positive, specific and successful experience involving sales and application of public bus advertising including present and past contracts with organizations similar to Jefferson Parish Transit. Proposer should include a list of all such experience including contacts of references.

Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.

Resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project. Resumes of any and all subcontractors shall likewise be included.

### **PART III – FEDERAL CONTRACT PROVISIONS**

#### **3.1 Federal Contract Provisions**

Federal clauses are generally not required if federal funds (not assets) are not used to produce revenues. Nevertheless, Disadvantaged Businesses Enterprises and Minority Owned Enterprises are encouraged to submit a proposal. The successful Proposer is encouraged to subcontract with Disadvantaged Business Enterprises and Minority Owned Enterprises where feasible to do so.

### **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.

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

1) TECHNICAL PROPOSAL (Maximum of 75 Points)

- A. Specific Experience Maximum of 35 points  
Experience:  
Proposer will be given weighted credit for positive, specific and successful experience involving sales and application of public bus advertising including present and past contracts with organizations similar to Jefferson Transit. Proposer should include a list of all such experience including contacts of reference.
- B. Personnel - Experience of management staff experience in similar projects, etc. Maximum of 20 points
- C. Responsiveness to the RFP Maximum of 10 points
- D. Financial Profile of Company Maximum of 10 points

2) REVENUE OFFERS

The Proposer with the highest combined Revenue Offer shall received the highest Revenue Offer evaluation score.

All Revenue Offers will receive a score computed as follows:

$$RO = (HRO/PO * X)$$

Where:

RO = Revenue Offer score for Proposer

HRO = Highest Revenue Offer of all Proposers

PO = Proposer's offer

X = 25% of the total number of points

Maximum # of Points 25 assigned

**TOTAL MAXIMUM POINTS FOR THIS RFP 100**

## **PART V – PERFORMANCE STANDARDS**

See Section 2.1 Scope of Work/Services for a description of when reports, schedules, and specific tasks are to be performed. Tasks will be performed on a schedule to be negotiated with the successful proposer.

### **5.1 Performance Requirements**

- Proposer's submission of accurate and itemized revenue reports (payment backup) to include monthly summaries of: minimum payment per bus, number of buses with advertisement, and monthly guaranteed payment.
- 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?

## 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.

#### 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” – Revenue Offer Form**

For evaluation purposes, the monthly guaranteed rental payment will be used to score.

**Monthly Guaranteed Rental Payment Amount**

Minimum payment per bus/paratransit vehicle \$ \_\_\_\_\_

***Multiplied by***

Number of bus/paratransit vehicles with advertisement = 44 fixed route buses and 17 paratransit vehicles

***Equals***

Monthly Guaranteed Rental Payment \$ \_\_\_\_\_

*Note: Lump sum guaranteed payment amount to be based on a minimum payment per bus, per month based on the current monthly operations of forty-44 fixed route (five (5) thirty-foot and thirty-nine(39) forty-foot) buses and 17 paratransit vehicles. The Proposer should offer a monthly fee per vehicle. When the number of vehicles maintained by Jefferson Transit is altered, notification of such alteration will be made to the advertising contract provider and the guaranteed payment will be adjusted accordingly.*

**All payments proposed above shall be firm.**

Proposer’s Name: \_\_\_\_\_  
Printed

Proposer’s Signature: \_\_\_\_\_

**Request for Proposals #0477**

**Exclusive Exterior/Interior Transit Bus and Paratransit Vehicle Advertising Contract for Jefferson Parish**

**SIGNATURE PAGE**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Exclusive Exterior/Interior Transit Bus and Paratransit Vehicle Advertising Contract for Jefferson Parish for the for the Jefferson Parish Transit Administration Department.

**Request for Proposals will be received until 3:30 p.m. Local Time on: April 4, 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 \_\_\_\_\_.