

REQUEST FOR PROPOSAL
TO PROVIDE CATERING AND CONCESSION SERVICES AT THE JOHN A. ALARIO,
SR. EVENT CENTER



RFP No.: 0490

Proposal Receipt Date: 09/06/2024

Proposal Receipt Time: 3:30 p.m.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054

(504) 364-2691

TABLE OF CONTENTS

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background	4
1.2 Purpose.....	4
1.3 Goals and Objectives	4
1.4 Proposer Minimum Requirements	5
1.5 Schedule of Events.....	5
1.6 Proposal Submittal.....	6
1.7 Proposal Response Format.....	6
1.8 Number of Response Copies.....	8
1.9 Legibility/Clarity.....	8
1.10 Pre-proposal Conference.....	8
1.11 Written Inquiries	8
1.12 Inquiry Periods.....	9
1.13 Required Signed and Notarized Affidavits.....	9
1.14 Proposal Guarantee	10
1.15 Performance Bond	10
1.16 Fidelity Bond Requirements	10
1.17 Proposal Validity	10
1.18 Revisions, Withdrawals, Protest Procedures	10
1.19 Cost of Offer Preparation.....	10
1.20 Acceptance of Proposal Content.....	10
1.21 Written or Oral Discussions/Presentations	10
1.22 Standard Terms and Conditions and Non-negotiable Contract Terms	10
1.23 Taxes	11
1.24 Selected Proposer’s Responsibilities	11
1.25 Sub-Contractor Requirements.....	11
1.26 Insurance Requirements.....	11
1.27 Subcontractor Insurance.....	11
1.28 No Guarantee of Quantities	11
1.29 Contract Negotiations	12
1.30 Cancellation of RFP or Rejection of Proposals	12
1.31 Evaluation and Selection.....	12
1.32 Indemnification.....	14
1.33 Payment for Services	14
1.34 Termination.....	15
1.35 Assignment	16
1.36 EEOC and ADA Compliance	16
1.37 Audit of Records.....	16
1.38 Record Retention	17

1.39 Record Ownership	17
1.40 Content of Contract/Order of Precedence.....	17
1.41 Contract Changes.....	17
1.42 Substitution of Personnel	17
1.43 Force Majeure	18
1.44 Governing Law	18
1.45 Claims or Controversies.....	18

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services.....	18
2.2 Period of Agreement	20
2.3 Revenue Offers	20
2.4 Deliverables	21
2.5 Location	21
2.6 Financial Profile.....	21
2.7 Proposal Elements.....	21
A. Technical.....	21
B. Qualifications and Experience	22

PART III – FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions.....	22
--------------------------------------	----

PART IV – EVALUATION

4.1 Evaluation Criteria.....	22
------------------------------	----

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements.....	23
5.2 Performance Measurement/Evaluation.....	24

PART VI – APPENDICIES

- ATTACHMENT “A” – Insurance Requirements
- ATTACHMENT “B” – Pricing Schedule
- ATTACHMENT – Signature Page
- ATTACHMENT – Corporate Resolution
- ATTACHMENT – Request for Proposal Affidavit Instructions
- ATTACHMENT – Request for Proposal Affidavit

**REQUEST FOR PROPOSAL
FOR**

**CATERING AND CONCESSION SERVICES AT THE JOHN A. ALARIO, SR. EVENT
CENTER**

1.1 Background

The John A. Alario, Sr. Event Center (“Alario Center”) located at 2000 Segnette Blvd., Westwego, Louisiana is the area’s largest municipal sports and entertainment facility. It is a multi-purpose facility consisting of a 75,000 sq. ft. complex providing six basketball courts or 10 volleyball courts, a Main Hall with 2,000-person seating capacity, Halls B and C with 20,000 sq. ft. of uninterrupted exhibit space each and private meeting rooms.

The Alario Center provides a fully-equipped commercial kitchen, a smaller light-use kitchen, four concession stands throughout the main facility.

In 2022 and 2023 the Alario Center hosted a variety of events which net (the amount remaining after deduction of applicable sales taxes) amounted to:

	<u>2022:</u>	<u>2023:</u>
Concessions:	\$ 48,652.13	\$ 49,758.32
Catering:	\$ 24,780.45	\$ 91,397.87
Alcoholic Beverages:	\$ 33,137.15	\$ 12,275.46

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 Alario Center desires to enter into a revenue generating agreement which shall (1) provide high quality and service for food, beverage, catering and concessions as requested by the Alario Center in a manner that will ensure customer satisfaction, and (2) maximize revenue-generating potential.

1.4 Proposer Minimum Requirements

- A. Evidence of five (5) years of operating experience in comparable places of public assembly such as civic centers, performing arts centers, sports facilities, entertainment venues, etc. which have multi-purpose food/beverage facilities including fixed and mobile concessions as well as banquet and special purpose facilities in order to satisfy all of the requirements as outlined herein Section 2.1 under Scope of Work/Services.

- B. Possession of the following licenses/permits:
 - 1. Jefferson Parish Occupational License
 - 2. Jefferson Parish Alcohol Retail Permit
 - 3. Louisiana Department of Health License
 - 4. Louisiana ATC License

References:

Proposers must provide a minimum of three (3) references that can attest to customer satisfaction and value of service provides (governmental and/or private) for whom equal or larger scope of services are either currently being provided or have been provided in past two years. Contact person(s), addresses, and telephone numbers for each reference shall be included.

The Proposer may not satisfy the Minimum Requirements through the use of a subcontractor. License requirements **may not** be satisfied through the use of a subcontractor.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ www.jeffparishbids.gov	07/31/2024	
B. Pre-Proposal Conference (if required)	N/A	
C. Deadline to receive written inquiries	08/21/2024	4:30 P.M.
D. Proposal Receipt Date and Time	09/06/2024	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

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 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: **Revenue Generating Agreement fo Provide Catering and Concession Service at the John A. Alario, Sr. Event Center**
- Proposal No. **0490**
- Proposal Receipt Date and Time: **09/06/2024 @ 3:30 PM**

Proposal will only be received online through 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.centrauction.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, and value of service provided.
1. Evidence of five (5) years of operating experience in comparable places of public assembly such as civic centers, performing arts centers, sports facilities, entertainment venues, etc. which have multi-purpose food/beverage facilities including fixed and mobile concessions as well as banquet and special purpose facilities in order to satisfy all of the requirements as outlined herein Section 2.1 under Scope of Work/Services.
 2. Possession of all required permits, licenses and insurance, including required alcoholic beverage licenses.

- 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 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

No pre-proposal required.

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 interested 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 interested 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 email or **posted on the Central Bidding site:**

Phone: **504-364-2691**

Buyer Email: Donna.Evans@jeffparish.gov

Buyer Name: **Donna M. Evans**

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

NOT REQUIRED FOR THIS RFP.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement 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 submissions 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 his 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

NOT REQUIRED FOR THIS RFP.

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

NOT REQUIRED FOR THIS RFP.

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 that 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 requesting department(s), 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, 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

For purpose of this agreement, Sales shall be defined as the total invoice amount billed to client by Proposer before taxes. Net Sales shall be defined as the total due to the Alario Center after deduction of applicable sales taxes. The amount due by Proposer to the Alario Center is not contingent upon payment to proposer by client, but is due to the Alario Center whether collected or not. The Proposer shall address and send the commission amount due the Alario Center pursuant to the payment terms negotiated in the agreement. Payments will be made by the Proposer no later than the fifteen (15th)

day of the month following the previous month's sales. Commission checks shall be accompanied by monthly reports detailing gross sales, applicable taxes due, and the commission payable to the Alario Center for all activity as outlined herein Section 2.1 under Scope of Work. Commission payments are to be made payable to JEFFERSON PARISH POOLED CASH and mailed along with the accompanying monthly report to ALARIO CENTER, 2000 SEGNETTE BLVD., WESTWEGO, LOUISIANA 70094.

Failure to make commission payments as scheduled shall constitute proposer's failure to comply with the terms of this agreement in Section 4.1 under Performance Requirements. Proposer shall pay interest at the rate of one and one-half percent per month, pro-rated daily, on any amount not received by Parish on or before the respective due date.

With each revenue statement submitted, the person or firm holding said 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 hereto.
- 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 this 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 hereto. 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 his 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 this 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 this 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 successful 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 ensuring agreement, 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 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 this 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 ratified 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

Selected Proposer(s) will be responsible, as requested, for providing high quality food, beverage and catering services for patrons of the Alario Center at economical prices and shall pay the Alario Center a Commission based on a percentage of sales. Alario Center facilities and equipment are to be used for the sole purpose of catering Alario Center events upon request unless prior written approval has been obtained and is subject to the agreed upon commission percentage due to the Alario Center for its events. Specific responsibilities and/or expectations of the Selected Proposer ("Firm") and the Alario Center shall be required to maintain an efficient and high quality food and beverage services include:

- A. Firm shall operate all concession stands, portable bars, mobile concession stands, kiosks, indoor/outdoor food booths and sell food of all kinds, including, but not limited to, (1) candies, cooked foods, prepared foods, ready-to-serve foods, sweets, desserts, ice cream, popcorn, nachos, snacks and other items such as are usually sold in similar venues and (2) beverages of all kinds, including both

alcoholic and non-alcoholic beverages, sports drinks, water, etc. Selected Proposer(s) shall not sell any other commodities at the facility without prior written consent from the Alario Center, including, but not limited to, tobacco products, merchandise, novelties, programs, etc. Vendor is not allowed to sell logo merchandise, souvenirs, photo services, etc.

- B. Firm agrees to provide food, beverage and catering services as requested for scheduled athletic events, conventions, trade shows, consumer shows, exhibitions, entertainment events, dances, religious conclaves, meetings, festivals and various events, including pop-up events added to the regular schedule as requested by the Alario Center or its clients.
- C. Firm shall own any food and beverage inventory it purchases.
- D. The Alario Center shall have the right to designate exclusive product suppliers for various categories, including but not limited to, non-alcoholic beverages, should the Alario Center enter an agreement with a preferred vendor for pouring rights or sponsorships/advertising from said vendors either prior to the onset of or at any time during the course of this agreement.
- E. The Alario Center, in its sole discretion, shall have the right to permit other caterers or concessionaires to furnish food and beverage services at designated events, either in addition to or in place of Firm. For events during which Firm has exclusive right to concessions sales, the Alario Center shall make every attempt to enforce a policy of no outside food/drink.
- F. Firm shall place signs and menus describing selection of food and beverage items with pricing.
- G. Firm shall endeavor to work with clients to accommodate special needs, such as dietary requirements, budget considerations, bag/box meal requests, combo meal deals, voucher meals, etc.
- H. Firm shall have the authority, control and discretion with respect to alcoholic beverage sales, including the right to deny service to and/or to request the removal from the premises of intoxicated persons.
- I. Firm shall comply with all applicable laws, rules, regulations and ordinances including those relating to health and safety and the sale and service of alcoholic beverages.
- J. Firm shall clean and maintain all facilities it uses in the Alario Center in a safe and sanitary condition at all times. All cleaning, custodial, janitorial supplies are the responsibility of the Firm along with cleaning and maintaining proper health standards in catering/concession areas. Firm shall collect and properly dispose of

all waste in the dumpster receptacle provided by the Alario Center and shall be responsible for used grease removal/cleaning of grease traps.

- K. Firm shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services requested by the Alario Center.
- L. Firm shall be responsible for the proper use, care and routine maintenance of all equipment used by it in performing its obligations.
- M. The Alario Center shall provide electricity, gas and water service to the areas used by Firm without charge, and shall be responsible for certifications of the fire suppression system and pest control.
- N. The Alario Center reserves the right to provide food and beverages at all self-sponsored events.
- O. Firm shall be required to accept as method of payment and shall provide equipment required to process credit and debit card transactions for point of sales transactions at the Alario Center.

2.2 Period of Agreement

The term of this contract shall be for three years commencing on the date of execution and shall expire at midnight on the eve of the day immediately preceding the fourth anniversary thereof.

Upon mutual agreement between the Parish of Jefferson and the vendor, with Parish Council approval, the term of this contract may be extended for (1) one year provided in writing.

2.3 Revenue Offers

Revenue Offers must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The Revenue Offer shall not be included in the technical evaluation criteria. The Revenue Offer shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of Revenue Offer shall take place after technical evaluation has been completed.

All 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 2000 Segnette Blvd., Westwego, LA 70094.

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 Proposal Elements

A. Technical

1. 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. (whichever is relevant to the RFP requirements).
2. 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.
3. 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.

B. Qualifications and Experience

1. 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.
2. Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.
3. Samples of (1) extensive catering menus listing breakfast, lunch and dinner packages showing proposed market pricing and (2) concessions items, food and beverage for sale showing market pricing.

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.

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.

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.	Scope of Services	<u>30</u>
ii.	Specific Experience – similar or larger scope of services currently being provided	<u>20</u>
iii.	Menu Pricing and Selection	<u>15</u>
iv.	Personnel- experience of management staff, experience in similar projects, etc.	<u>5</u>
v.	Financial Profile of Company	<u>3</u>
vi.	Responsiveness to RFP	<u>2</u>

REVENUE OFFERS

The proposer with the highest combined Revenue Offer shall receive 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 assigned

Maximum # of
Points 25 per
Evaluator

TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

- Submitting detailed monthly reports as outlined in Section 1.33 demonstrating accurate accounting of sales and commissions.
- Providing the Alario Center with current permits, licensing and insurance.
- Ability to provide goods, services and adequate personnel timely, and in the case of special or pop-up events, on short notice.

5.2 Performance Measurement/Evaluation

- Timely submittal of required monthly reports.
- Payment of Commissions on or before due date and accurate calculation of amounts due.
- Response time for contacting prospective clients upon referral.
- Quality of food products served.
- Personnel adequately trained and in number sufficient to staff events.
- Management's responsiveness to Alario Center requests and resolution of conflicts.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by- case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. **Failure to comply will cause the bid to be rejected.** The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Parish of Jefferson, 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 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 bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it 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.

With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the

bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Limits of not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

BUSINESS AUTOMOBILE LIABILITY

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE - An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

ATTACHMENT "B"

I. Percentage of Sales proposed for Commissions payable to the Alario Center (excluding sales of alcohol) as follows:

A. Alario Center Concessions (minimum 25%) _____

B. Catering Sales (minimum 22%) _____

II. Alcoholic Beverage Sales (minimum 30%) _____

GRAND TOTAL: _____

COMPANY NAME: _____

Request for Proposals # 0490

**Generating Agreement to Provide Catering and Concession Services at the
John A. Alario, Sr. Event enter**

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing CATERING AND CONCESSION SERVICES AT THE JOHN A. ALARIO, SR. EVENT CENTER for the for the Jefferson Parish Alario Center Department.

**Request for Proposals will be received until 3:30 p.m. Local Time on:
September 6 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 _____.