

REQUEST FOR PROPOSAL

To Provide Revenue Generating Management Services for
The Jefferson Parish Performing Arts Center



RFP No.: **0504**

Proposal Receipt Date: **September 26, 2025**

Proposal Receipt Time: **3:30 p.m.**

Jefferson Parish
Department of Purchasing
P.O. Box 9
Gretna, LA 70053
(504) 364-2678

TABLE OF CONTENTS

PART I – ADMINISTRATIVE AND GENERAL INFORMATION	3
1.1 Background, Goals and Objectives	3
1.2 Purpose.....	4
1.3 Pre-proposal Conference.....	5
1.4 Proposal Guarantee	5
1.5 Performance Bond	5
1.6 Fidelity Bond Requirements	5
1.7 Scope of Work/Services.....	6
1.8 Proposer Minimum Requirements	7
1.9 Period of Agreement	8
1.10 Deliverables	8
1.11 Location	8
1.12 Proposal Submittal.....	8
1.13 Proposal Response Format.....	9
1.14 Schedule of Events.....	13
 PART II – EVALUATION CRITERIA	 13
2.1 TECHNICAL PROPOSAL	14
2.2 REVENUE OFFER	14
 PART III – RFP INSTRUCTIONS, AND TERMS AND CONDITIONS	 14
3.1 Number of Response Copies.....	14
3.2 Legibility/Clarity.....	14
3.3 Written Inquiries	15
3.4 Inquiry Periods.....	15
3.5 Required Signed and Notarized Affidavits	16
3.6 Proposal Validity	16
3.7 Revisions, Withdrawals, Protest Procedures	16
3.8 Cost of Offer Preparation.....	17
3.9 Acceptance of Proposal Content.....	17
3.10 Written or Oral Discussions/Presentations	17
3.11 Standard Terms and Conditions and Non-negotiable Contract Terms	17
3.12 Taxes	18
3.13 Selected Proposer’s Responsibilities	18
3.14 Insurance Requirements.....	18
3.15 Sub-Contractor Requirements.....	18
3.16 No Guarantee of Quantities	19
3.17 Contract Negotiations	19
3.18 Cancellation of RFP or Rejection of Proposals	19

3.19 Evaluation and Selection.....	19
3.20 Indemnification	21
3.21 Payment for Services	21
3.22 Termination.....	22
3.23 Assignment	23
3.24 EEOC and ADA Compliance	23
3.25 Records	23
3.26 Content of Contract/Order of Precedence.....	24
3.27 Contract Changes	24
3.28 Substitution of Personnel	24
3.29 Force Majeure	24
3.30 Governing Law	25
3.31 Claims or Controversies.....	25
PART IV – FEDERAL CONTRACT PROVISIONS	25
PART V – PERFORMANCE STANDARDS.....	25
5.1 Performance Requirements	25
5.2 Performance Measurement/Evaluation	25
PART VI - APPENDICES	26
ATTACHMENT “A”	26
ATTACHMENT “B”	27
ATTACHMENT “C”	29
ATTACHMENT “D”.....	30
ATTACHMENT “E”	31
ATTACHMENT “F”	33

**REQUEST FOR PROPOSAL
TO PROVIDE REVENUE GENERATING
MANAGEMENT SERVICES FOR THE
JEFFERSON PARISH PERFORMING ARTS CENTER**

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background, Goals and Objectives

The Jefferson Performing Arts Center (hereinafter “JPAC”) is located at 6400 Airline Drive, Metairie, Louisiana. It is ideally located in the heart of Jefferson Parish, with over 500,000 people residing within a 15-mile radius of the facility. JPAC offers its clients a unique population base. The demographics of these residents include a broad array of ethnic and cultural heritages, which adds to the potential draw for successful events.

JPAC features 1,004 seats, four box seating areas, over 86,000 square feet, a VIP suite, concessions, and free-lighted parking. JPAC is an ideal venue for events of all kinds, including world-renowned theater performances, graduations, corporate rollouts, podcasts, laser light shows, international dance competitions, community theater, festivals, holiday parties, consumer shows, film festivals, concerts, galas, comedy shows, and a variety of other events.

Jefferson Parish has developed a series of key goals and objectives for the management and operation of JPAC. The following goals and objectives are to be considered by Proposers and integrated into a Proposer’s proposal. These goals and objectives provide a format that assists a Proposer in developing its specific proposal and should be considered to represent the minimum standards for management and operation of JPAC.

The following describes the goals and objectives for the Management, Operation, and Booking of JPAC. The Preferred Proposer shall:

- Manage and be responsible for all aspects of the day-to-day operation, including, but not limited to:
 - Maximize the booking and programming of events for JPAC to exceed current event levels.
 - Ensure both a high standard of guest experience and promoter satisfaction
 - Oversight and supervision of the concession’s operator
 - Facility and event marketing and promotions
 - Oversight and supervision of the ticketing system
 - Fiscal procedures and controls
 - Custodial services and facility cleaning
 - Preventative and routine maintenance
 - Exterior maintenance, including landscaping and maintenance/cleanliness of sidewalks, driveways, and parking areas
 - Maximize the utilization of JPAC by adding new revenue streams while minimizing the net cost to Jefferson Parish.

- Maintain and increase the programming of a broad mix of events that appeal to all regarding booking and event content.
- Effectively promote events through advertising, marketing, and public relations to maximize ticket sales, attendance, and ancillary revenue streams.
- Create a positive brand experience for user groups, ticket buyers, corporate partners, visitors, and those who support and visit JPAC.
- Provide for a continuous, successful, and sustainable operation as a world-class venue.
- Manage and oversee the third-party food and beverage operators.
- Maintain the facility in compliance with all appropriate life safety, environmental, security, and aesthetic issues.
- Make recommendations to the Parish regarding capital improvements needed to maintain JPAC at an industry standard, which will likely increase the return on investment to the Parish.
- Make recommendations on operating improvements that would promote better service to the patrons, promote efficiency and cost savings, and/or increase the safety and security of JPAC.
- Directly or through a third-party contractor, provide comprehensive Custodial Services at the highest possible industry standards for cleanliness and appearance.
- Prepare operating budgets, monthly financial statements, periodic financial forecasts (including quarterly budget variance analyses), and a management plan for each fiscal year.
- Maximize the booking of quality entertainment events, including but not be limited to:
 - Concerts and musical presentations
 - Family shows
 - Entertainment events
 - Conventions, conferences, and meetings
 - Consumer and trade shows
 - Community events (high school graduations, university commencements, meetings, civic events, etc.)
- Develop, maintain, and implement a marketing, promotions, and public relations plan for increasing ticket sales for JPAC events, including:
 - Premium seating
 - General ticket sales
 - Group sales
 - Walk-up sales
 - Sales through media and third-party promotional outlets

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Code of Ordinances, Parish of Jefferson, State of Louisiana (hereinafter "JPCO") Section 2-895 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, and applicable Jefferson Parish ethical standards.

1.3 Pre-proposal Conference

A pre-proposal conference will be held at **(The Jefferson Performing Arts Center located at 6400 Airline Dr., Metairie, LA, 70003 on September 8, 2025 at 9:00 a.m.)**. 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.

1.4 Proposal Guarantee

Each proposal shall be accompanied by a Proposal Guarantee in the form of an electronic bond from an electronic surety bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid Solicitation on Central Bidding and licensed to conduct business in the State of Louisiana payable to Jefferson Parish in the amount of **Five Thousand dollars (\$5,000.00)**. A Proposal Guarantee may be forfeited for failure on the part of the Selected Proposer to execute the proposed contract thirty (30) days after such proposed contract is submitted to Selected Proposer in conformity with the terms, conditions, and specifications of this RFP. A Proposal Guarantee, not otherwise forfeited herein under shall be returned to Proposer(s) upon the award of a contract.

When an Electronic Bond is required, it must be submitted through www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the “Central Bidding” link at the top of the page and select the “Bid Bonds” link. The electronic bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bonds will not be accepted with your submission.

1.5 Performance Bond

The Selected Proposer shall be required to provide a Performance Bond in the amount of Fifty Thousand dollars (\$50,000.00) for the successful performance of the contract in accordance with the negotiated terms and conditions of the parties. The Selected Proposer acknowledges and agrees that the Performance Bond may be forfeited for Selected Proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed contract.

1.6 Fidelity Bond Requirements

The Selected Proposer shall be required to provide a Fidelity Bond in the amount of One Hundred Thousand dollars (\$100,000.00) to ensure that the Parish is protected from fraudulent acts performed by the Successful Proposer and/or its employees or subcontractors. The Selected Proposer acknowledges and agrees that the Fidelity Bond

may be forfeited for losses that are incurred as a result of fraudulent acts by the Selected Proposer and/or its employees or subcontractors.

Proof of Fidelity Insurance with the following coverage and limit may be acceptable from the Selected Proposer in lieu of a Fidelity Bond at the Parish's discretion: Employee Theft of Client Property with a limit equal to or greater than \$100,000.00; a maximum single loss retention of \$5,000.00; and the Parish of Jefferson is to be named as the obligee.

1.7 Scope of Work/Services

Proposers must demonstrate the ability to perform the Scope of Services as listed in this Request for Proposal (RFP). This RFP aims to identify the most experienced and qualified firm to manage and maintain JPAC on a year-round basis.

- A. **Facility Management and Oversight:** Maintain all elements of the building's physical infrastructure, including the upkeep and repair of all aspects of JPAC.
- B. **Operations Plan and Staffing:** Hire, pay, and train all staff, including venue management, artistic staff, ushers, production crew, merchandise, event staff, maintenance staff and volunteers.
- C. **Fiscal Management:** Follow fiscally responsible and transparent best practices. Provide an annual audit of revenue and expenses and alert Jefferson Parish to any potential financial shortfalls that would prevent the venue's proper or continued operation.
- D. **Ticketing and Marketing:** Ensure that the venue maintains a professional ticketing operation and event marketing program, deploying all forms of social media and positively promoting JPAC.
- E. **Booking and Programming/Event Management:** Promote the theater for use and leverage resources to bring significant events, institutions, commercial promoters, and concert artists to the venue.
 - a. Provide an annual report detailing the number of contracts and a database of all venue users.
 - b. The expectation is that the venue will be used seven days a week three-hundred and sixty-five days a year.
 - c. Jefferson Parish must maintain a certain degree of control over the facility's use, which could include requiring that Jefferson Parish approve events/bookings on an as needed basis.
 - d. The Selected Proposer must provide Jefferson Parish with up to twelve (12) "Parish Days" annually. Parish days allow the Parish to book the venue without any rental fee. No other days will be given as fee-free days to any other entity.
- F. **Revenue Generation:** Firm shall pay Jefferson Parish a five dollar (\$5.00) building fee for each ticket sold for all ticketed events and provide Jefferson Parish with an agreed upon percentage of the net profits at the end of each calendar year as a Revenue Offer, see Section 1.13B.

Jefferson Parish shall provide the following in reference to the Scope of Work (See Attachment “C”):

1. Oversight for procuring and installing furniture, fixtures, and equipment (FF&E) and capital building improvements.
2. A comprehensive report of the Enterprise Maintenance Program for life safety and HVAC Systems in the facility with Parish’s expectations being that the Proposer continue these programs through the life of the contract.
3. A listing of Operation expenses for the last two years for reference.

1.8 Proposer Minimum Requirements

Each Proposer shall demonstrate the ability to perform professional, management, programmatic, rental, preventative maintenance, and financial management of JPAC. The Proposer must articulate achievable plans for professional theater operations, rental, maintenance, and contracting policies, artistic programming/presenting programs, and a communication/marketing plan.

- Each Proposer shall:
 - Have a minimum of five (5) years of qualifying experience providing management, programming, and operation services at venues of similar size and functionality as JPAC.
 - Be of the highest quality.
 - Provide sound facility and fiscal management, deliver extensive event content, maximize all revenue sources, and minimize operating expenses.
 - Actively book and manage an extensive calendar of events for the facility.
 - Maintain positive relationships with annual tenants.
 - Maintain a positive reputation with promoters and event attendees.
 - Exercise the highest standard of regular and preventative maintenance, cleanliness, and facility improvements.
 - Have a successful history of facility management and oversight experience for similar size venues.
 - Have experience in booking more than 50 events per year.
 - Have excellent financial standing, with a track record of fiscal responsibility and transparency.
 - Demonstrate knowledge about the regional and national touring performing arts market.
 - Have proven success in managing ticketing systems
 - Have experience in launching Marketing and Public Relations campaigns through various forms of social media.
 - Have a track record as a seasoned presenter of professionally staged events of all forms, with the knowledge of how to book, negotiate, contract, and produce events that promote Jefferson Parish and JPAC.
 - Have sufficient staffing to produce high artistic and educational activities.
 - Submit references as required by Section 1.13A(d).
- The Proposer may not satisfy these Minimum Requirements through the use of a subcontractor.

- Proposer shall be evaluated on their responsiveness and responsibility. Responsiveness refers to the Proposer's adequacy of response to the requirements of this RFP. In the Parish's sole discretion, immaterial errors or omissions related to mandatory criteria may be resolved without leading to a finding of an unresponsive proposal. However, material errors or omissions related to Price, Quality, or Quantity shall not be allowed. Responsibility refers to the Proposer's ability to perform the Scope of Work stated herein.

1.9 Period of Agreement

The term of any resulting contract shall be for one (1) year ("Initial Term"), with four (4) optional one-year terms (each an "Option Term") upon written Amendment and approval of Jefferson Parish Council.

1.10 Deliverables

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

1.11 Location

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

1.12 Proposal Submittal

In accordance with JPCO Section 2-895, all proposals 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 electronic envelope, with the following information and format:

- Proposal Name: **To Provide Revenue Generating Management Services for The Jefferson Parish Performing Arts Center**
- Proposal No. **0504**
- Proposal Receipt Date and Time: **September 26, 2025 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 <http://www.jeffparishbids.net> or www.centralbidding.com. Registration is required and free for Jefferson Parish Proposers by accessing the following link: www.centralauctionhouse.com/registration.php.

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

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 Part II. Revenue Offers shall be worth twenty-five percent (25%) of the total scoring points assigned.

RFP Evaluation Committee Meetings are open to the public.

1.13 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below. 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, La. R.S. 44:1 et seq., and shall be released nine (9) working days from the date of the evaluation committee meeting when a public records request is made in accordance with the law. Any Confidential Information to which a Proposer wishes to remain confidential must be provided in a manner consistent with La. R.S. 44:3.2, subject to review by the Parish as provided for in that statute.

A. Technical Proposals:

- a. **Cover Letter/Letter of Introduction:** 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. This Letter shall include complete information relative to the Proposer’s ability and plan to deliver the services requested in a manner consistent with the information provided in this RFP and the financial arrangements under which such services would be delivered. Additionally, this letter shall detail any specific areas of this RFP for which the Proposer is not prepared to assume responsibility if selected. Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. The Proposer should describe the organization, its history, ownership structure, officers and directors, and the number of employees.

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 is attached hereto and may also be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

- b. **Table of Contents**: Organized in the order cited in the format contained herein.
- c. **Technical Proposal Elements – Scope of Work**: Illustrating and describing compliance with the RFP requirements defined in the Section 1.8 Proposer Minimum Requirements, Section 1.7 Scope of Work/Services, and any other applicable section.
 - i. Each Proposer shall address how the Proposer will achieve/meet the Scope of Work as stated in Section 1.7. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements)
 - ii. 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.
 - iii. 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.
 - iv. Specifically for this RFP, Proposer shall submit the following related to the Management and Operations scope:
 - 1. **Management/Operating Philosophy**: Provide a narrative description outlining the Proposer's methods of operation, operational structure, and services to be provided. Describe in detail your Proposer's management philosophy and how the Company will tailor your approach to meet the needs of JPAC.
 - 2. **Management Plan**: Provide the Management Plan for JPAC that includes at least the following elements:
 - a. Plan for increasing revenues and reducing costs
 - b. Booking and Marketing Strategies for increasing quality of events and revenue as compared to historical operations
 - c. Management of regular and preventative maintenance and repair
 - d. Methodology for evaluating and proposing the capital expenditure requirements for the next five years
 - e. Plan for providing efficient and highest quality day of event services
 - f. Plan for maintaining highest quality guest services for all patrons
 - 3. **Booking/Event Content Plan**: Describe in detail how the Proposer would maintain and increase the booking of events from historic levels, including, but not limited to, the following:
 - a. Touring shows, including concerts, entertainment, family shows, and unique entertainment events
 - b. Community events, including banquets, receptions, meetings, high school graduations, university commencements, and civic events.

4. **Marketing Plan(s):** Provide one or more specific marketing, promotion, and public relations plans tailored to drive ticket sales, attendance, and ancillary revenue streams for JPAC.
 5. **Guest Services Program:** Describe your Guest Services philosophy and program in detail. Describe your procedures for addressing customer complaints and reconnecting with customers.
- 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.
- i. 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.
 - ii. Proposers shall provide a detailed statement of the Proposer's relevant experience managing multi-use venues and performing arts centers, and shall include a list of similar facilities managed by the Proposer and a list of events for three years for each facility.
 - iii. **References:** Proposers shall provide a minimum of four (4) similar current clients the Parish may contact for reference purposes. Please provide client entity name, primary contact name and title, phone number, and mailing address. Indicate the scope of services and length of each agreement. Include the start and end date of the contract, as well as the scope of the activities and operations for which the Proposer is responsible.
- e. **Proposer Personnel and Subcontractors:** 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. Refer to Section 1.8 for the use of subcontractors to satisfy minimum requirements of the RFP.
- i. Specifically for this RFP, Proposer shall submit the following:
 1. **Local Operating Team Members:** Provide resumes as well as the experience of the individuals that the Company will put in place as the on-site management team, including:
 - a. Name/resume of key on-site staff
 - b. A job description for each executive and staff position
 - c. An organizational chart
 2. **Subcontractors:** The Proposer will identify any services it proposes to subcontract to a third party, and shall provide complete information about the subcontractor, the scope of

services to be fulfilled and any terms related to this RFP, the Proposer's Proposal, and the Services. Refer to Section 1.8 for the use of subcontractors to satisfy minimum requirements of the RFP.

- f. **Financial Profile:** Proposers are requested to submit documentation from the past three (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 Proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score. **Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the Revenue Offer.**

B. Revenue Offers:

Proposers shall identify a proposed compensation structure (IN ADDITION TO THE MANDATORY BUILDING FEE AS SET FORTH IN SECTION 1.7F) the Proposer will provide to Jefferson Parish for management and operation of the JPAC that would minimize the net cost to Jefferson Parish (hereafter, the "Revenue Offer"). The Proposer is expected to submit its best offer in response to the Services in this Request for Proposals. Jefferson Parish will base any resultant Agreement on the specific information in the Preferred Proposal. The financial information contained in the Proposal must include:

1. Gross Revenue Projections: The Proposer shall provide its Gross Revenue projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used.
2. Estimated Operating Expense Projections: The Proposer shall provide its expense projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used.
3. The Proposer shall identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the Proposer from Jefferson Parish.
4. The Proposer shall identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the Parish from the Proposer.
5. Indicate any additional financial investment the Proposer is prepared to offer the Parish to support JPAC. The capital investment, if any, that is offered to the Parish shall emanate from the Proposer's resources and not from the projected operating budget for the Services it provides.

Proposer's Revenue Offer and any details regarding the structure of such payments to the Parish **shall be submitted in a separate electronic envelope (named "Pricing Attachments")** with proposal submission. Revenue offers shall be worth twenty-five percent (25%) of the total scoring points assigned. The maximum Revenue Offers points shall be calculated by multiplying the number of Revenue Offers 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 Proposal Evaluation has been completed.

1.14 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ www.jeffparishbids.net	8-20-2025	At least 30 days prior to the last day that proposals will be accepted
B. Pre-Proposal Conference (if required)	9-8-2025	9:00 a.m.
C. Deadline to receive written inquiries	9-16-2025	3:30 p.m.
D. Proposal Receipt Date and Time	9-26-2025	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, www.jeffparish.gov .		
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.

PART II – 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 performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated standards and what the Proposer intends to do. In accordance with JPCO Section 2-895, a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Revenue Offers Evaluation 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.

2.1 TECHNICAL PROPOSAL

(Maximum of 75 Points per Evaluator)

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

1. Scope of Services, including all Management and Operations Plans	20 points
2. Proposer Qualifications and Experience	20 points
3. Proposer Personnel	15 points
4. Responsiveness to the RFP	10 points
5. Financial Profile of the Proposer	10 points

2.2 REVENUE OFFER

(Maximum of 25 Points per Evaluator)

The Proposer with the highest Revenue Offer shall receive the highest Revenue Offer Evaluation score.

Other Proposers will receive a Revenue Offer (RO) 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.

TOTAL MAXIMUM POINTS FOR THIS RFP ARE 100 PER EVALUATOR.

PART III – RFP INSTRUCTIONS, AND TERMS AND CONDITIONS

3.1 Number of Response Copies

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

3.2 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.

3.3 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.

After the inquiry period, no further inquiries will be entertained.

3.4 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.** 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.folse@jeffparish.gov**

Buyer Name: **Shanna Folse**

3.5 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 JPCO Section 2-895. For the convenience of Proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*, see Attachment “F”.

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. Refer to Section 1.8 for the use of subcontractors to satisfy minimum requirements of the RFP. 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.

3.6 Proposal Validity

All proposals shall be irrevocable and considered valid from the date of receipt until such time as a contract is executed. However, those items, which by its nature, should survive beyond contract execution shall be included in the contract by reference.

The Proposal shall be properly signed with ink by the Proposer, unless submitted electronically. An electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a **secured digital signature**, and provide proof thereof. If a firm, partnership, or other legal entity is submitting the proposal, a copy of a corporate resolution or other signature authorization shall be required for submission of the proposal.

3.7 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 1.14, 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.

3.8 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.

3.9 Acceptance of Proposal Content

Proposer's submission to this RFP, as evidenced by its signature on the signature page, shall be construed as an acceptance to be bound by the terms and conditions stated herein, including the non-negotiable terms as set forth in Section 3.11. Any action in contradiction of this acceptance may result in rejection by the Council or may be grounds for a new selection upon failure of any selected Proposer to execute their contract on such terms.

3.10 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.

The Parish, at its sole discretion, reserves the right to conduct interviews/presentations with all Proposers. Interviews/Presentations may be conducted at Parish offices or via web conference. A Pre-Interview/Presentation Vendor Teleconference will take place for those Proposers. Proposers will have an opportunity to review the format and ask questions related to procedure and specific scenarios. Evaluation Committee members will participate in the interviews/presentations, and additional Parish staff may also be in attendance to observe and provide informal feedback.

3.11 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.gov/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. **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.

3.12 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.

3.13 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.

3.14 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" prior to contract execution. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.gov/departments/purchasing/forms.

3.15 Sub-Contractor Requirements

If the Proposer intends to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, (refer to Section 1.8 for the use of subcontractors to satisfy minimum requirements of the RFP) the Proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s) in their Technical Proposal. Upon request of Parish, the information requested of the Proposer under the terms of this RFP shall also be supplied for each subcontractor used to satisfy any of the Proposer Requirements and/or Scope of Work included in the proposal. Please note that Subcontractors cannot be used to satisfy the license requirements of this RFP. Unless specifically permitted in the contract with the Parish of Jefferson, the successful Proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

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 and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.gov/departments/purchasing/forms.

3.16 No Guarantee of Quantities

The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide Management, Operation, and Booking of the JPAC.

The quantities extent of Scope of Work, including those listed in the Revenue Offers by Parish 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 Revenue Offers. The quantities used in the Revenue Offers are for evaluation purposes and are not a guarantee.

3.17 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.

3.18 Cancellation of RFP or Rejection of Proposals

In accordance with JPCO Section 2-895, 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.

3.19 Evaluation and Selection

In conformity with JPCO Section 2-895, 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. The secretary shall act as liaison between the evaluation committee and any Proposer(s). Any correspondence from Proposers shall be directed to the secretary of the evaluation committee.

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 Offers, and shall read the pertinent portions of those Revenue Offers aloud. To the extent necessary, the Evaluation Committee may further review and analyze the Revenue Offers and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council. After discussion of all Revenue Offers, the Finance Department representative shall calculate the Revenue Offers evaluation portion of the scoring sheet, using the Revenue Offers submitted by Proposers and the formula below. The Revenue Offers evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. The maximum Revenue Offers points shall be calculated by multiplying the number of RO points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The Proposer with the highest Revenue Offer shall receive the highest Revenue Offers evaluation score.

Other Proposers will receive a RO 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 representative completes the Revenue Offer evaluation scores, the Purchasing Department representative and the requesting department representative shall each add the RO 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 secretary of 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 Revenue Offers received in accordance with the RFP, along with any analysis or clarification completed regarding those Revenue Offers. 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 as required under the RFP 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.gov, 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.

3.20 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.

3.21 Payment for Services

1. The Selected Proposer shall address and send the Revenue Statement to the **Department of General Services and the Accounting Department.** pursuant to the payment terms negotiated in the contract. Revenue Statements shall include the pertinent identifying information required by contract.

2. If the Selected Proposer shall address and send any Invoices to **Department of General Services and the Accounting Department.** pursuant to the payment terms negotiated in the contract. Payments will be made no earlier than thirty (30) days after receipt of a properly executed Invoice, and approval by the **Department of General Services and the Accounting Department.** Invoices shall include the contract and order number, using department and product or service authorized under this RFP and ensuing contract. Invoices submitted without the referenced documentation will not be approved until the required information is provided.
 - a. In accordance with JPCO Section 2-923, with each Invoice submitted, the Selected Proposer 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 by JPCO Section 2-935.1.

3.22 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.
- F. By PARISH, in accordance with its Appropriation Dependency. 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.

3.23 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.

3.24 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.

3.25 Records

- A. **Right to Audit.** 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.)
- C. **Record Retention.** The Selected Proposer shall maintain all records in relation to the proposed contract at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.
- D. **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.

3.26 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.

3.27 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.

3.28 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.

3.29 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.

3.30 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.

3.31 Claims or Controversies

See Section 3.7 re Protest Procedure.

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

PART IV – FEDERAL CONTRACT PROVISIONS

NOT APPLICABLE

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

1. Proposer's timely submission of reports
2. Proposer's submission of accurate and itemized invoices
3. Proposer's adherence to Maintenance and Operational Plans
4. Proposer's ability to provide key personnel with knowledge and technical expertise

5.2 Performance Measurement/Evaluation

1. Did the Proposer respond to Parish correspondence in a timely manner?
2. Were Event Goals met?
3. Was Operational Plan a success?
4. Were complaints/problems resolved in a reasonable and cooperative manner?
5. Was the Proposer reasonable and responsive to Parish needs?
6. Were changes in key personnel made? How often? With or without notice?

PART VI - APPENDICES

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353, stated in pertinent part below. 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.

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 Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract. 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 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.

Waiver of Subrogation endorsement 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 is required.

Note: If your company is not required by law to carry worker's compensation insurance, i.e. sole employee of the company, then Proposers must request and submit a worker's compensation insurance declaration affidavit prior to the proposal submission date.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement 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

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

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

DEDUCTIBLES

The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies the Umbrella sits over.

ADDITIONAL COVERAGE REQUIREMENTS APPLICABLE TO THIS RFP:

PROFESSIONAL LIABILITY

Limits not less than the following: \$1,000,000 per claim and \$2,000,000 annual aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's Scope of Work as described in the Contract and its amendments.

FIDELITY INSURANCE

Employee theft of Client Property with a limit equal to or greater than \$100,000.00; a maximum single loss retention of \$5,000.00; and the Parish of Jefferson is to be named as the obligee.

ATTACHMENT “B”

Revenue Offers

1. Revenue Offer Summary

The Firm, _____, proposes the following revenue structure to Jefferson Parish:

Building Fee:

The Firm shall pay Jefferson Parish five dollars (\$5.00) for each ticket sold for all ticketed events held at JPAC.

Revenue Share:

At the end of each calendar year, the Firm shall provide Jefferson Parish with an agreed-upon percentage of the net profits, to be negotiated, based on the financial performance of the events hosted.

2. Gross Revenue Projections

With Supporting Assumptions (for evaluation purposes only) for Years 1–3

Year	Estimated Attendance**	Average Ticket Price***	Estimated Ticket Sales***	Other Revenue**** (Concessions, Merchandise, Equipment Rental, Labor)	Total Gross Revenue
1					
2					
3					

*Do not include \$5 ticket fee in this price

Assumptions:

**Event attendance will increase 20% annually due to increased marketing and reputation.

***Average ticket price is expected to increase by \$1 each year due to inflation and increased program value.

****Additional revenue (e.g., concessions, merchandise) is projected at 20% of estimated ticket sales.

3. Net Profit and Estimated Parish Share

Year	Gross Revenue*	Operating Expenses**	Estimated Net profit	Percentage Offered to Parish (%)	Parish’s Share (\$)
1					
2					
3					

*Should be your figures from the Chart in Section 2

**For Evaluation Purposes, these are the Operational Expenses from the last three years

4. Total Estimated Compensation to Jefferson Parish Over 3 Years

Total Revenue Share Years 1-3 (Total of Parish share column): \$ _____

ATTACHMENT “C”

1. Oversight for procuring and installing furniture, fixtures, and equipment (FF&E) and capital building improvements. Jefferson Parish Department of General Services and the highest rated Proposer will meet in April of each year and discuss capital improvements needed for the upcoming year.
2. Below is a list of life safety and HVAC equipment with their expected inspection due dates. The Jefferson Parish Enterprise Maintenance Program coordinator will work with the successful Proposer on ensuring the inspections are completed in a timely manner. The successful Proposer will be responsible for the payment of all inspections. The Proposer will also be responsible for the maintenance and inspections of all theatrical equipment in the theater. The Proposer will also be responsible for the payment of the maintenance and inspections of all theatrical equipment in the theater. The Proposer shall continue these programs and payment of these items through the life of this contract.
 - a. Back Flow Due 4/1/2026
 - b. Boilers and Water Heaters Due 11/25/2025
 - c. Chillers 6/19/2026
 - d. Electrical System Preventative Maintenance and Cleaning annual inspection due 7/15/2027
 - e. Elevator annual inspection due 10/1/2026
 - f. Fire Alarm System annual inspection due 10/2/25
 - g. Fire Extinguisher annual inspection due 10/18/25
 - h. Fire Pump & Sprinkler System annual inspection due 1/9/2026
 - i. Generator Annual Inspection due 5/10/2026
 - j. Termite Treatment Annual Inspection due 5/15/2026

ATTACHMENT “C” Continued

3. Operation expenses for the last three years for reference.

Account	2024 Expenses	2023 Expenses	2022 Expenses
Miscellaneous Building Materials	\$5,156.00	\$5,139.00	\$3,623.00
Equipment & Machinery Supply	\$2,136.00	\$6,395.00	\$2,919.00
Janitorial Supplies	\$3,302.00	\$3,302.00	\$3,302.00
7311 – Indirect Cost	\$12,960.00	\$19,081.00	\$13,566.00
Diesel Fuel	\$548.00	\$548.00	\$548.00
Electricity	\$123,035.00	\$115,794.00	\$110,000.00
Gas	\$33,160.00	\$27,042.00	\$25,000.00
Water	\$2,338.00	\$8,659.00	\$7,500.00
Janitorial Services	\$8,417.00	\$8,922.00	\$2,796.00
Pest & Rodent Control	\$1,924.00	\$960.00	\$1,610.00
Alarm Monitoring	\$1,181.00	\$1,272.00	\$1,166.00
Security Guards	\$26,519.00	\$31,012.00	\$13,212.00
Contracted Building Services	\$11,260.00	\$4,140.00	\$6,102.00
HVAC Equipment Repairs	\$10,205.00	\$4,863.00	\$3,524.00
Repairs and Maintenance to Elevators	\$8,975.00	\$7,800.00	\$7,506.00
Repairs and Maintenance to Life Safety Systems	\$5,445.00	\$9,259.00	\$14,995.00
Landscaping and Grass Cutting	\$36,833.00	\$38,394.00	\$31,267.00
Internet	\$9,300.00	\$9,300.00	\$9,300.00
TOTALS:	\$302,694.00	\$301,882.00	\$257,936.00

ATTACHMENT "D"

Request for Proposals #0504

**To Provide Revenue Generating Management Services for
The Jefferson Parish Performing Arts Center**

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified Proposers who are interested in providing Management Services at the Jefferson Performing Arts Center for the Jefferson Parish General Services Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: September 26, 2025.

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

Name of Proposer: _____

Address: _____

Phone Number: _____

Signature of Person Authorized to Sign: _____

Type Name of Person Authorized to Sign: _____

Title 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 in accordance with Section(s) 1.12 and 3.7. Failure to sign will result in your submission being deemed un-responsive. Signing indicates you have read and comply with the Instructions and the Terms and Conditions of this RFP including but not limited to those discussed in Part III.

ATTACHMENT “E”

Evidence of Authority Instructions

Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.

The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to insure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>

Instruction sheet may be omitted when submitting.

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

At the meeting of directors of _____ 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

ATTACHMENT “F”

Request for Proposal Affidavit Instructions

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. 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.

The Affidavit MUST comply with the following requirements to be accepted.

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

Affidavits with the following WILL NOT be accepted.

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months from the date of the bid opening will not be accepted.

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 duly sworn by me, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
who submitted a proposal to the Parish of Jefferson in response to RFP Number _____.

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 current term of the elected official. 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, if known to the Affiant, the date of any such solicitation shall be 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:

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.

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.

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 _____.