

### Bid Number <u>50-00148792</u>

Sale Of Surplus Immovable Property 220 Lavoisier St. Gretna, La. 70053

**BID DUE: NOVEMBER 18, 2025 AT 2:00 PM** 

### **ATTENTION VENDORS!!!**

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, <a href="https://www.jeffparish.gov/464/Purchasing">https://www.jeffparish.gov/464/Purchasing</a>, by the bid due date and time. Late bids will not be accepted.

Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053

**Purchasing Specialist Name: DONNA M EVANS** 

Purchasing Specialist Email: <a href="mailto:Donna.Evans@jeffparish.gov">Donna.Evans@jeffparish.gov</a>

**Purchasing Specialist Phone: 504-364-2691** 

On motion of Mr. Edwards, seconded by Walker, the following ordinance was offered:

### SUMMARY NO. 26277 ORDINANCE NO. 26756

An ordinance declaring Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220 Lavoisier St., Gretna, no longer needed for a public purpose, and authorizing the advertisement for the sale of said property pursuant to the provisions of the Jefferson Parish Code of Ordinances, Section 2-951, et seq., and to provide for related matters. (Council District 1)

WHEREAS, Jefferson Parish is the owner of Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220 Lavoisier St., Gretna, having been purchased by Act of Cash Sale recorded July 23, 1991, registered in COB 2532, Page 328, Instrument No. 9132473; and

WHEREAS, the property is no longer needed for the reasons acquired and the Parish now desires to sell said property pursuant to the provisions of the Jefferson Parish Code of Ordinances Section 2-951, et seq.; and

WHEREAS, James Juneau Appraisal Services, Inc. has determined the current fair market value of said property measuring 3,750 square feet and the building measuring 1,568 square feet to be \$239,000.00; and

WHEREAS, the minimum bid is set at \$239,450.00, which represents said current fair market value, plus the cost of appraisal (\$450.00); and

WHEREAS, the Parish would like to sell this property pursuant to Jefferson Parish Code of Ordinances Section 2-951, et seq., to the highest bidder via public bid, as long as said bid equals at least \$239,450.00.00.

#### THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220 Lavoisier St., Gretna, as shown on a survey by survey made by Richard T. Dading, Surveyor, dated January 22, 1985, is declared to be no longer needed for any public purpose and that Jefferson Parish is hereby authorized to sell said property through the public bid process, through manual submission only.

SECTION 2. That the advertisement and the sale of said property, pursuant to the provisions of the Jefferson Parish Code of Ordinances, Section 2-951, et seq., to the highest bidder, as long as the minimum bid reaches the sum of \$239,450.00, is hereby authorized.

**SECTION 3.** That the proceeds received from this sale shall be deposited into Budget Account No. 45600-0000-5851(56030.015), is hereby authorized.

SECTION 4. That the Council Chairman, or, in his absence, the Vice-Chairman, is authorized to sign any and all documents required to carry out the provisions of this ordinance.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 6 NAYS: None ABSENT: (1) Lee

This ordinance was declared to be adopted on the 27th day of March, 2024, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption, thereafter, upon signature by the Parish President or, if not signed by the Parish President, upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED TO BE A TRUE & CORRECT COPY capabile (1. January)

LIZABETH A. JOHNSTON PARISH CLERK JEFFERSON PARISH COUNCIL

## ADVERTISEMENT FOR BIDS BID NO. 50-00148792

**SEALED BIDS** will be received until the hour of <u>2:00 p.m.</u>, local time on <u>November 18, 2025</u> in the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Jefferson General Government Building, Gretna, LA 70053.

All bids will be accepted until 2 p.m. in the Jefferson Parish Purchasing Department. The public bid opening will be held at the West Bank Purchasing Department at 200 Derbigny Street, Suite 4400, Gretna, LA 70053 beginning at 2:30 p.m. on each bid opening date for the following project:

### Sale of Surplus Immovable Jefferson Parish Property 220 Lavoisier St. Gretna, LA 70053

Jefferson Parish, State of Louisiana hereby advertise for the submission of offers to purchase Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220 Lavoisier St., Gretna, LA, 70053, for a starting minimum bid of \$239,450.00. Bid Applications can be obtained through the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053, (504) 364-2678.

Bid specifications may be obtained by visiting the Jefferson Parish Purchasing Department webpage at <a href="https://www.jeffparish.gov/464/Purchasing">https://www.jeffparish.gov/464/Purchasing</a> and selecting the LaPAC Tab. Bids may also be viewed online free of charge at <a href="https://www.jeffparishbids.net">www.jeffparishbids.net</a>.

Each bid must be accompanied by a 10% deposit in the form of either an original cashier's check or an original certified check.

Renny Simno
Director
Purchasing Department

Misty A. Camardelle Assistant Director Purchasing Department

ADV: The New Orleans Advocate: October 15, 22, and 29, 2025

For additional information, please visit the Purchasing Webpage at <a href="https://www.jeffparish.gov/464/Purchasing">https://www.jeffparish.gov/464/Purchasing</a> or you may call 504-364-2678.

# INVITATION TO BID THIS IS NOT AN ORDER

### JEFFERSON PARISH PURCHASING DEPARTMENT JEFFERSON PARISH GENERAL GOVERNMENT BUILDING 200 DERBIGNY ST., SUITE 4400 GRETNA, LA 70053 (504) 364-2678

Bids will be received, in the Jefferson Parish Purchasing Department until the hour of, local time and then publicly opened on in the Purchasing Department.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

AS A 10% DEPOSIT IS DUE WITH BID SUBMISSION, ALL RESPONSES MUST BE SUBMITTED MANUALLY

	BID FOR SURPLUS IMMOVABLE PROPERTY					
Legal Descri		of Mechanickham, City of Gretna, municipal St., Gretna, LA 70053.				
Minimum Bid: Bid Amount:		\$239,450.00				
		\$				
	ount (10% of Bid Amount) st be either an original cashier'	\$ 's check or an original certified check.)				
	ereby acknowledges that this bid lowing are not executed or provi	may be rejected by Fire Protection District No. 1 if ided by bidder:				
1)	of 3, under line identified as "E in the space provided in Paragr	identified as FORM JP-1; bidder to sign on Page 3 Buyer's signature" and purchase price to be inserted raph 2, Page 1 of 3. Discrepancy between purchase mount hereinabove shall disqualify this bid.				
	price in rangiaph 2 and old an	nount heremacove shan disquality this old.				
2)						
	Deposit as specified in Purcha					
2) Signature Print or Typ	Deposit as specified in Purchase be enclosed with bid, or bid wi					

### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Sealed bids will be received in the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053, until the date and hour specified on the Invitation to Bid, at which time they will be publicly opened. **LATE BIDS WILL NOT BE ACCEPTED.** 

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

JEFFERSON PARISH, STATE OF LOUISIANA reserves the right to reject any and all bids in whole or in part to waive any and all formalities in the best interest of JEFFERSON PARISH, STATE OF LOUISIANA.

ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DISQUALIFY BID.

### SALE OF SURPLUS IMMOVABLE PARISH PROPERTY

Jefferson Parish, State of Louisiana hereby advertise for the submission of offers to purchase Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220 Lavoisier St., Gretna, LA, 70053, for a starting minimum bid of \$239,450.00. Bid Applications can be obtained through the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053, (504) 364-2678.

### **JEFFERSON PARISH PURCHASE AND SALE AGREEMENT**

THIS	AGREEMENT	is	made	and	entered	into	by	and	among
					(h	ereinaft	er call	ed "Buy	/er") and
<b>JEFFERSON P</b>	ARISH, STATE (	OF LC	DUISIANA	(hereir	nafter called	"Seller'	'), purs	suant to	authority
of Resolution N attached hereto	o, a	dopte	d the _day	y of		, 2025	, a co	py of	which is
		,	MITNE	CCE.	T LI.				

1) Agreement to Sell and Purchase. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this agreement, all that certain lot or parcel of ground, designated as Lot 6, Sq. 6, Village of Mechanickham, City of Gretna, bearing municipal address 220

Lavoisier St., Gretna, LA 70053 (hereinafter called the "Property").

- 2) Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be \$\_\_\_\_\_\_\_. The Purchase Price shall be payable in cash on the Closing Date (hereinafter defined). Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), no offer to purchase will be considered that does not equal or exceed the sum of \$239,450.00, hereinafter called the "Minimum Price," as established in the report of the appraiser commissioned by Seller to evaluate said Property, plus costs borne by Seller.
- 3) Acceptance of Agreement. This sale will be made by solicitation of sealed bids with the Property sold to the highest bidder, provided that such bid equals or exceeds the Minimum Price established for this sale. This offer is subject to the final approval of the Jefferson Parish Council and becomes a binding obligation upon the signature of an appointed representative of the Jefferson Parish Council duly authorized by an Ordinance adopted pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(5). The Jefferson Parish Council reserves the right to reject any and all bids at its discretion.
- 4) <u>Deposit</u>. Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), all offers to purchase must be accompanied by a ten (10) percent down payment, which shall be either an original cashier's check or an original certified check, made payable to "Jefferson Parish Pooled Cash" which sum is herein called the "Deposit." The Deposit shall be applied, exclusive of interest, against the sale price of the Property at the Closing of the Sale and purchase of the Property (the "Closing"), or refunded to Buyer if this Agreement is not accepted by the Jefferson Parish Council or refunded as provided for herein.
- 5) <u>Closing</u>. The Closing is to be held before a Notary Public selected by Seller on a date (hereinafter called the "Closing Date") no later than sixty (60) days from the date of Acceptance of the Agreement, as defined above; <u>provided, however</u>, that if *bona fide* curative work in connection with the title is required, Buyer agrees to and does extend the time for holding the Closing for an additional period of thirty (30) days.
- 6) <u>Title</u>. (a) Buyer hereby agrees to acquire the Property without any warranty of title to or the use of the Property whatsoever and without any recourse against Seller for the return of any part of the purchase price, but with full subrogation of rights against preceding owners, subject to all zoning restrictions, all encumbrances, all servitudes, and all rights-of-way.
- (b) Prior to the Closing, Buyer shall have the right to review title to the Property, and, if there is any matter of record other than the Permitted Exceptions, and Seller cannot cure such matters, such inability may, at Buyer's option, render this Agreement null and void, and Buyer shall be entitled to return of the Deposit, and the parties shall have no further liability to one another.
- 7) Access and Physical Inspection. (a) The purchase of the Property shall be without reliance on any representations of or warranties by Seller as to the condition or fitness thereof, and shall be based solely on Buyer's knowledge of the condition and fitness thereof. Buyer acknowledges that it has heretofore conducted a thorough physical inspection of the Property. Inspections shall be scheduled by the Parish Attorney's Office Property Section, and this information will be provided by calling (504) 736-6300.
- (b) Between the date of this agreement and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, soil tests, and other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer on the Property shall not materially damage the Property; and provided further, however, that Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs, and expenses suffered, incurred, or sustained by Seller as a result of the entry by Buyer or Buyer's agents or designees onto the Property.
- (c) Seller have not made and shall make no representations or warranty concerning the condition, or the suitability for any purpose, of the Property, including any and all improvements thereon and the act of sale shall include the following or something similar:
- Buyer has inspected the title to and condition of the Property and is completely aware of and satisfied with its current title and condition. This sale, transfer, and conveyance is made "as is-

where is" without any warranty, guaranty, or representations by Seller as to the title to or condition of the Property, but with full subrogation to the Seller and their successors and assigns with respect to any rights or causes of action against any former owners or occupants of the Property. Seller hereby expressly disclaim, and the Buyer hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by Seller or any other person or entity or implied by law with respect to the Property, with the warranties waived herein including, without limitation, any and all warranties of title or peaceable possession or as to zoning or restrictions affecting the Property, any and all warranties as to the condition of the Property or any of its components or parts or contents or any buildings, improvements, fixtures, or equipment forming a part thereof, any and all warranties with respect to the fitness or suitability of the Property for the Buyer's business or any other particular or general use or purpose, the status or permitted uses of such Property under local, state or federal land use laws, the ownership of any mineral rights, the existence of any mineral or executive rights, or concerning whether the Property constitutes a "wetland" or protected habitat under local, state, or federal laws pertaining to endangered species, wetlands protection, human health, or the environment, or any and all warranties with respect to the existence or absence of any asbestos and/or any other hazardous materials (as defined below) in, on, or under the Property, any and all warranties that the Property complies with any laws, and any and all warranties under La. Civ. Code art. 2475, and La. Civ. Code arts. 2477 through 2548, or any other provision of law. The Buyer expressly acknowledges the foregoing and waives any and all rights or causes of action that the Buyer has or may have to rescind or resolve this transfer or to demand a reduction in purchase price based upon the existence of any redhibitory or other vices, defects, or other deficiencies in the Property or any improvements, fixtures, or equipment forming a part thereof, based upon the unsuitability of the Property or any of its components or parts for the Buyer's intended use or any other use, based upon any eviction of the Buyer, in whole or in part, or based upon any other claimed breach of warranty or other matter whatsoever, this transfer being otherwise entirely at the Buyer's sole peril and risk. The Buyer acknowledges and agrees that the foregoing disclaimers and waiver of warranties have been fully explained to the Buyer and that the Buyer understands the same. Buyer and Seller jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated without them. For purposes of this Act of Cash Sale, "hazardous materials" mean any substance or substances: (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or law; or (ii) which is or becomes defined as hazardous waste, substance, pollutant, or contaminant under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); and/or the Louisiana Environmental Quality Act (La. R.S. § 30:2001 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Louisiana, or any political subdivision thereof.

- 8) <u>Cost of Closing</u>. Buyer shall pay all stamp and other taxes payable on the transfer of the Property, all registry and recordation costs, and costs of the premium for any owner's policy of title insurance issued in favor of Buyer insuring Buyer's title to the Property. Seller shall pay Seller' attorney fees. Buyer shall pay Buyer's attorney fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.
- 9) <u>Possession at Closing</u>. Seller shall surrender possession of the Property to Buyer on the Closing Date.
- 10) <u>Default</u>. (a) If Seller fail to perform any of their obligations hereunder within the time stipulated herein, Buyer's exclusive remedy shall be to demand the return of the Deposit. Additionally, Buyer shall be entitled to recover the amount paid to Buyer's title insurance company as a cancellation charge limited to the title company's out-of-pocket costs.
- (b) If Buyer fails to perform Buyer's obligations hereunder, within the time stipulated herein, Seller' exclusive remedy shall be to declare the deposit *ipso facto* forfeited, and Seller shall have the right to retain all of the interest earned thereon, without formality, beyond tender of title to Buyer.
- (c) In the event that there is litigation between Buyer and Seller regarding the exercise of the aforesaid remedies, the prevailing party shall be entitled to recover its reasonable attorney fees and costs in connection therewith.
- 11) <u>Further Assurances; Survival</u>. At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further acts, affidavits, instruments, certificates, and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title, and interest in and to the Property to the full extent contemplated in this agreement.
- 12) <u>Applicable Law</u>. This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Louisiana.
  - 13) Counterparts. This agreement may be executed in several counterparts, each of

which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

- 14) <u>Time</u>. Time is and shall be of the essence of this agreement. This offer shall be valid for a reasonable amount of time for the Jefferson Parish Attorney's Office to submit said offer to the Jefferson Parish Council ("Council") and for the Council's approval of said offer.
- 15) <u>Captions</u>. The captions and headings used in this agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this agreement.
- 16) <u>Notices</u>. All notices, requests, demands, tenders, and other communications under this agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given when actually delivered, when delivered to a nationally recognized commercial courier for next day delivery, or when deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated below.

1) To	Buyer:		
,	To Seller: Chairman of the Jefferson Parisl Joseph S. Yenni Building, Suite 1221 Elmwood Park Boulevard Jefferson, Louisiana 70123		
SELLER:	BU	JYER:	
JEFFERSON   STATE OF LC			
DULY AUT	WALKER CHAIRMAN THORIZED BY CE NO. 26756	XBuyer's signature	
DATE:		DATE:	

R5 -036181-32473

NEWTON · 57. (SIDE) (WE herphy take cognizance of the encreachments shown beneat and release the Pelican Homestead and Savings Association, its attorney and notary from any and all liability or responsibility in connection with the measurements and encreasements. ST. (SIDE) 57. PORCH 121.5.0 30 LAVOISIER ST.

SURVEY OF LOT 6
SQUARE 6
VILLAGE OF MECHANICKHAM
CITY OF GRETNA
JEFFERSON PARISH, LA.

MITTED CORRECT TO:

1-22-

Midwin & Haspel and George Vedors Tile No. T-13,844) RICHARD T. DADING
REG. No. 4399
REGISTERED
PROFESSIONAL
ROSENSONAL
ROSENSONAL



				10.00		
TE	SCALE		DRAWN BY	CHECKED BY	JOB 140.	PLAT FILE NO.
-85	1" = 201	e = Iron Rod	F.M.R.	R.T.D.	14525	117-639

# Generic Bid 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 will not be accepted.

Instruction sheet may be omitted when submitting the affidavit.

### **Generic Bid**

### **AFFIDAVIT**

STATE OF				
PARISH/COUNTY OF		_		
BEFORE ME, the u	ndersigned authority	y, personally	came and appeared:	
	(Affiant) who	after being du	aly sworn by me, deposed and	
said that he/she is the fully a	authorized		of	
	(Entity), who s	submitted a b	id to the Parish of Jefferson.	
Affiant further said:				
Campaign Contribution Dis (Choose A or B, if option		se include th	e required attachment):	
Choice A	date and amount of elected officials of officers, directors more of the Entity the date of this aff Owners have not or former member	of each contributed from the Parish of and owners, and during the two during the two during the two during the two during the Jeffe hrough or in the second contributed the second contributed during the property of the Jeffe during the second duri	ampaign contributions, including abution, made to current or formed of Jefferson by Entity, Affiant, are including employees, owning 25 wo-year period immediately preduct, Entity, Affiant, and/or Entity attributions to or in support of currence Parish Council or the Jeffer the name of another person or legitly.	er nd/or 5% or ceding rrent rson
Choice B	There are <b>NO</b> can disclosure under 0		butions made which would requi	re
Affiant further said:				
Debt Disclosures (Choose A or B, if option	A is indicated plea	se include th	e required attachment):	
Choice A	elected or appoint	ted official of any elected of	debts owed by the affiant to any the Parish of Jefferson, and any or appointed official of the Parisl	
Choice B	There are <b>NO</b> deboof this section.	ots which wou	ıld require disclosure under Choi	ice A

### 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:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract canceled, the awarded entity

making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

### Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit

verifying compliance with sta	atements (1) and (2) above.
	Signature of Affiant
	Printed Name of Affiant
SWORN AND SUBSCRIBED TO BEFORM NOTARY PUBLIC ON THEOF, 20	DAY
Notary Public	
Printed Name of Notary	
Notary/Bar Roll Number	
My commission expires	

## **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 ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally. sample Sole **Proprietorship** a Certification found may be https://www.jeffparish.gov/466/Document-Library.

Instruction sheet may be omitted when submitting.

### **CORPORATE RESOLUTION**

<del>-</del>	 Date
	Secretary-Treasurer
_	
co m	hereby certify the foregoing to be a true and correct opy of an excerpt of the minutes of the above dated neeting of the Board of Directors of said orporation, and the same has not been revoked or escinded.
authority to act on behalf of this co transactions with the Parish of Jefferson of including but not limited to, the execu sureties, contracts and acts and to receiv provisions of any such bid or contract, the	, be and is hereby appointed, Attorney-In-Fact of the corporation with full power and or poration in all negotiations, bidding, concerns and or any of its agencies, departments, employees or agents, tion of all bids, papers, documents, affidavits, bonds, e all purchase orders and notices issued pursuant to the his corporation hereby ratifying, approving, confirming, rformed by said agent and Attorney-In-Fact.
At the meeting of Directors of	duly made and seconded. It was:
Incorporated.	
Excerpt from minutes of meeting of the B	Board of Directors of