

OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH



PUBLIC AUDIT REPORT

DEPARTMENT OF TRANSIT ADMINISTRATION – BUS
BENCH ADVERTISING CONTRACT

2016 – 0044

AUDIT SECTION
ISSUED 5/5/2020



OFFICE OF INSPECTOR GENERAL
JEFFERSON PARISH

DAVID N. McCLINTOCK
INSPECTOR GENERAL



Date: 05/05/2020

To: Citizens of Jefferson Parish

From: David McClintock, Inspector General

Re: Audit Report #2016-0044, Jefferson Parish Department of Transit Administration – Bus Bench Advertising Contract

The Jefferson Parish Office of Inspector General (“JPOIG”) performed an audit of Go-Graphics to evaluate the company’s compliance with the “Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC.”

The objectives of this audit were to:

- Assess the Request for Proposal (“RFP”) to determine material terms and clarifications made by the Parish during the process;
- Determine the agreed upon terms set forth in the “Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC;”
- Determine the vendor’s compliance with the terms set forth in the contract;
- Determine whether Jefferson Parish’s Department of Transit Administration (“Transit”) has provided adequate administration and oversight of the contract; and
- Determine the extent and adequacy of controls in place to monitor contractual compliance.

The results of the audit indicated that the Parish’s RFP failed to establish clear payment terms resulting in a contract that was difficult for the Transit Department to manage and was not in the Parish’s best interest. Transit’s difficulty in monitoring and enforcing the contract results in lost revenue to the Parish in excess of \$176,832. Based upon the data analysis, the report contains six (6) findings. Each finding contains recommendations to the Parish. The findings and recommendations are enumerated in “Attachment A.”

The draft report dated 12/20/2018 was directed to the Parish President, all Councilmembers, Parish Attorney, and Director of Department of Transit Administration at that time.

The JPOIG received 2 written responses to the audit report from the Administration. On 01/17/2019, the JPOIG received a response from the Director of Transit Administration, Sharon Leader. Then, the JPOIG received a response on 01/22/2019 from the Jefferson Parish Chief Operating Officer, Walter Brooks, which set forth initiatives the Parish would take regarding future Transit contracts. Both responses are made a part of the final report. See Attachment J and Attachment K.

While the report was under confidential consideration by the Parish, Go-Graphics, a parish vendor, filed a Petition for Injunction, Declaratory Relief and Temporary Restraining Order against the JPOIG. The suit was filed on 01/24/2019, *Go Graphics, LLC v. Jefferson Parish Office of Inspector General, 24th JDC for the Parish of Jefferson, Div. H, Docket No. 791-509.*

The JPOIG opposed the injunction and answered the lawsuit arguing that private vendors were not entitled to receive and respond to JPOIG reports. The Parish ordinance did not anticipate providing drafts to private persons for response in such a way so as not to violate state law.

During the pendency of this litigation, the Parish Council amended the ordinance, Jefferson Parish Code of Ordinances 2-155.10(9), relating to reports issued by the Inspector General specifically providing that private persons or entities named in JPOIG reports are entitled to receive a copy of the draft report and respond.

Subsequently, Go-Graphics was provided with a copy of the confidential draft report and given time to respond as set forth in the amended ordinance. The JPOIG delivered the report to Go-Graphics on 02/20/2020 with a deadline to respond by 03/27/2020. Go-Graphics requested an extension to respond and was then given a deadline to respond by 04/30/2020. As the deadline neared, Go-Graphics requested a second extension to respond and was given a final deadline to respond by 05/04/2020. The JPOIG received a response from Go-Graphics on 05/01/2020 generally disagreeing with the report's findings. Go-Graphics' response is made a part of the final report. See Attachment L.

The JPOIG would like to thank the management and staff of Transit, the Administration, Jefferson Parish Council, and the respective Parish vendors for their assistance and cooperation throughout this audit.

Sincerely,



David McClintock
Inspector General

Summary of Audit Findings and Responses			
No.	Title	JPOIG Recommendation	Department of Transit Administration's Response
1	Bus Bench Advertising RFP Contained Flawed Pricing Terms	The JPOIG recommends that the Parish re-bid this RFP with corrected pricing structure, which is what should have occurred when the bidder's responses did not conform to original RFP No. 0267. For future contracts, the Transit Department should collaborate with Parish Procurement to ensure that the RFP's fee payment structure is clear and distinct in the both the narrative and pricing sections of the RFP.	Agreed, will collaborate with Department of Purchasing to ensure the RFP is clear and distinct.
2	Ineffective/Inefficient Contract Model	For future contracts, the Transit Department and procurement should collaborate on the contract provisions as follows: 1. Ensure that all required bus bench services are stated in the contract in the form of a minimum number of bus benches to be provided each and every month. 2. Include penalties for noncompliance with the minimum number of bus benches required as per contract. 3. Modify the fee payment structure to a flat-fee model, similar to the structure used in the Bus Shelter Agreement. 4. Include a requirement that the vendor provide photographs of the bus stop benches in their locations on a monthly rotating basis, to help ensure full contract compliance.	Agreed, with corrective action plan to strengthen contract provisions in the Parish's best interest.
3	Incomplete Vendor Reports	Transit's management should require the bus bench vendor to include all required information (specific bus bench locations and advertising revenues) in their monthly reports to the Parish.	Agreed, with corrective action plan to rebid the contract through a RFP this year. Contract will be based on a flat-fee model eliminating the need to track the amount of benches with advertising, amount of revenue received by Go-Graphics from third party advertisers, and the "percentage of revenue" option. Transit will use monthly report to ensure the required amount of benches are still on the route. And, vendor will need to possess extra benches to use in place of benches removed for refurbishing.
4	Late Vendor Payments	The deadline in the vendor contract should be paired more closely with the timing of the services provided and late payments should be strictly enforced with a fiscal penalty.	Agreed, with corrective action plan to rebid the contract on a flat-fee model for a fixed amount of benches will result in the vendor's payment being the same each month. Due date of payment will be strictly enforced with a late fee penalty.
5	Bus Bench Inventory Below Contract Minimum	Through the terms of the vendor contract, the Transit Department should require the vendor to maintain an accurate and complete inventory of all 255 bus benches. The inventory should include the location of bench, its current condition, and a history of the advertising revenue earned for that site.	Agreed, contract will enforce a permitting process that will record the bus bench's location and insert a provision in the contract for monthly reporting requirements for a bus bench's exact location.
6	Contractual Noncompliance Issues	JPOIG recommends the following: 1. Revise JPCO Section 32-1 to provide more clarity on the requirements for bus bench permits as to which department is in charge of issuing permits. Or, alternatively, remove or waive the permitting requirement for this type of vendor contract in the future. 2. Include fiscal penalties in future vendor contracts for vendor noncompliance. 3. Include communication requirements in the vendor's contract to allow the Transit department to better manage the location and number of the bus benches along the bus routes.	Agreed, with corrective action plan to: 1. Create a procedure for permitting bus benches. 2. Fiscal penalties in future contracts for vendor noncompliance. 3. Include communication requirements in vendor contracts. 4. Assign a permit number to each bench, which can be used as the unique number if needed.

Jefferson Parish Chief Operating Officer, Walter Brooks, sent a letter to JPOIG generally agreeing with the issues identified in each Finding and JPOIG's recommendations. See Attachment K for entire response.

DEPARTMENT OF TRANSIT ADMINISTRATION – BUS
BENCH ADVERTISING CONTRACT
2016-0044

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OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

DAVID N. McCLINTOCK
INSPECTOR GENERAL



EXECUTIVE SUMMARY

The Jefferson Parish Office of Inspector General (“JPOIG”) has completed an audit of the Jefferson Parish Department of Transit Administration’s (“Transit”) contract for bus bench advertising. The audit was initiated based, in part, on confidential information received. The bus bench advertising contract is a source of revenue for Jefferson Parish and affects the ultimate quality of transportation service to the public.

Objectives

The objectives of this audit were to:

- Assess the Request for Proposal (“RFP”) to determine material terms and clarifications made by the Parish during the process;
- Determine the agreed upon terms set forth in the “Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC;”
- Determine the vendor’s compliance with the terms set forth in the contract;
- Determine whether Jefferson Parish’s Department of Transit Administration (“Transit”) has provided adequate administration and oversight of the contract; and
- Determine the extent and adequacy of controls in place to monitor contractual compliance.

Review Results

The JPOIG found that the Parish failed to issue an RFP with clear payment terms even when asked for such clarity by a prospective vendor during the RFP process. This resulted in a contract pricing structure that was not in the best interest of Jefferson Parish. Additionally, the existing contract created an inefficient and ineffective process for maintaining contract compliance.

JPOIG also found that the vendor, Go-Graphics, was not in compliance with several contract requirements regarding reporting on bench removals, numbering of benches, and timing of payments to Jefferson Parish. Transit’s difficulty in monitoring and enforcing the contract results in lost revenue to the Parish in excess of \$176,832. Transit’s difficulty in monitoring and enforcing the bus bench contract results in substandard transit amenities for the bus-riding public.

Recommendations

The JPOIG issued six (6) findings.

1. Bus Bench Advertising RFP Contained Flawed Pricing Terms
2. Ineffective/Inefficient Contract Model
3. Incomplete Vendor Reports
4. Late Vendor Payments
5. Bus Bench Inventory Below Contract Minimum
6. Contractual Noncompliance Issues

Findings 1 and 2 address procedural and structural concerns regarding the RFP and resulting contract. Findings 3 through 6 generally address noncompliance with the contract by either the vendor and/or Jefferson Parish.

The JPOIG findings and recommendations follow the report and are found in *Attachment A*.



**OFFICE OF INSPECTOR GENERAL
JEFFERSON PARISH**

DAVID N. MCCLINTOCK
INSPECTOR GENERAL



Date of Report: 05/05/2020	PUBLIC AUDIT REPORT	Case: 2016-0044
Period of Audit: 01/2017-07/2018	Report By: JPOIG Staff	Status: Public
<u>Subject of Audit</u> Bus Bench Provider Review: Services Agreement Between the Parish of Jefferson and Go-Graphics LLC.		

INTRODUCTION

Pursuant to the Jefferson Parish Code of Ordinances (“JPCO”) §2-155.10(11)(a), the Jefferson Parish Office of Inspector General (“JPOIG”) initiated an audit of Go-Graphics to evaluate the company’s compliance with the “Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC” (“The Contract”). The audit was initiated based, in part, upon confidential information received.

This audit was conducted in accordance with the Association of Inspectors General Standards.

OBJECTIVES

The JPOIG audit objectives were:

1. Assess the Request for Proposal (RFP) to determine material terms and clarifications made by the Parish during the process;
2. Determine the agreed upon terms set forth in the “Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC;”
3. Determine the vendor’s compliance with the terms set forth in the contract;
4. Determine whether Jefferson Parish’s Department of Transit Administration (“Transit”) has provided adequate administration and oversight of the contract; and
5. Determine the extent and adequacy of controls in place to monitor contractual compliance.

SCOPE & METHODOLGY

To accomplish these objectives, the following was undertaken:

- A review of internal controls applied to the contract by Transit;
- An analysis of all parties' compliance with the RFP and contracts;
- An analysis of all parties' compliance with Jefferson Parish's Code of Ordinances;
- Detailed testing of the bus bench inventory list to include a physical inspection of existing bus benches as of July 2018;
- Interviews with Ramsey Skipper, Manager of Go-Graphics, and Jefferson Parish Transit; and
- A confirmation of the advertising fees paid by Go-Graphics' clients.

Source documents analyzed include, but were not limited to, the following:

- Relevant Parish resolutions;
- Request for Proposal No. 0267;
- Services Agreement with Go-Graphics, LLC, authorized by Resolution No. 121289;
- First Amendment to Service Agreement with Go-Graphics, authorized by Resolution No. 126515;
- Agreements with Laurel Communications, Inc., authorized by Resolution No. 127852 and Resolution No. 125708;
- Invoices related to bus bench fees for the period of January 2015-August 2018;
- Bus bench monthly vendor reports, including a monthly inventory listing of bus benches, from January 2017 – July 2018;
- Supporting documents for the vendor monthly reports from January 2017 – July 2018;
- E-mail correspondence related to this vendor and the Transit staff;
- Transaction activity in the Parish Transit revenue account #21670-0000-5368 from March 2017 to June 2018; and
- Bus route maps.

The audit period is 01/2017-07/2018. The scope of the review focused on compliance by Go-Graphics with the contract terms.

Acronyms

The following acronyms are used in this document:

JPOIG Jefferson Parish Office of
Inspector General

Parish Jefferson Parish

RFP Request for Proposal

JPCO Jefferson Parish Code of
Ordinances

Transit Department of Transit Administration

BACKGROUND

A. Request for Proposal (RFP) No. 0267

On July 25, 2012, Jefferson Parish authorized advertising Requests for Proposals (RFP) from firms interested in providing and maintaining bus stop seating and bench advertising under terms and conditions to include:

- Firm shall supply and maintain a maximum of two hundred and fifty (250) benches during the life of the contract;
- Each bus bench shall be provided with a unique number from within a numbering system mutually agreed upon;
- Firm shall be solely responsible for advertising material and content of advertising on bus benches;
- Firm shall have the duty to procure signed and approved contracts for bench advertisers;
- Firm will provide a “Monthly Guaranteed Rental Payment Amount” based upon calculations as follows:¹

Along with other respondents to RFP No. 0267, Go-Graphics submitted a proposal to provide bus bench seating and advertising. On 11/07/2012, the Jefferson Parish Council selected Go-Graphics, LLC to provide Transit bus stop advertising seating benches for the Jefferson Parish Department of Transit.²

B. Service Agreement with Go-Graphics, LLC, as Amended

The Parish entered into an agreement with Go-Graphics to maintain bus stop seating and bench advertising. Pursuant to Resolution No. 120981, the Jefferson Parish Council ratified a three year agreement with Go-Graphics, adopted on 05/15/2013.³ Under the terms of the agreement, the Parish agreed to have the Director of the Department of Transit administer the contract and act as “Manager.”⁴

The Council passed Resolution No.121289 on 07/24/2013, amending the prior ratified contract, addressing additional bond language, and adding the following pricing language:

SECTION 8. That the FIRM shall supply and maintain a minimum of two hundred and fifty-five (255) benches during the term of this Agreement. If 80% of the then existing number of bus benches have paid advertising, FIRM may increase the then existing number of benches by 5% provided that Manager must give its approval of the location of the benches which such approval shall not be unreasonably withheld, conditioned or delayed.⁵

¹ Attachment D, RFP No. 0267, Part II *Scope of Work/Services*, Section 2.1 *Scope of Work/Services*, and also Appendix “A.”

² Attachment G, *Resolution No. 119853*.

³ Attachment G, *Resolution No. 120981*.

⁴ Attachment B, *Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC*, p. 1, “All work shall be under the direction of the Director of the Department of Transit Administration or his designee, hereinafter called MANAGER, and all requests, plans, reports etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.”

⁵ Attachment G, *Resolution No. 121289*.

Thus, Go-Graphics agreed to deliver the following:

1. Provide and maintain a minimum of 255 bus stop seating benches along fixed, public transportation fixed in unincorporated Jefferson Parish. See Attachment H. If 80% of the benches have advertising, then Go-Graphics may increase it by 5%.⁶
2. Procure signed and approved contracts for bench advertisers.
3. Pay to the Parish on the 15th day of the month the revenue collected for the prior month from advertising, and attach an itemized listing of benches, their specific locations, and fees paid.
4. Fees owed to the Parish per bench for advertising is either \$23.50 per bench with advertising or 10% of advertising revenue received, whichever is greater.⁷

The agreement was further amended to extend the term for an additional 3 years, with an option for a second renewal of 2 years, and to provide for the following:

1. Go-Graphics is required to refurbish all of the bus benches in the Parish.
2. Bus benches must be removed or relocated at Go-Graphics' expense for any bus benches that interfere with existing or proposed public utilities and construction of roadways and public facilities.⁸

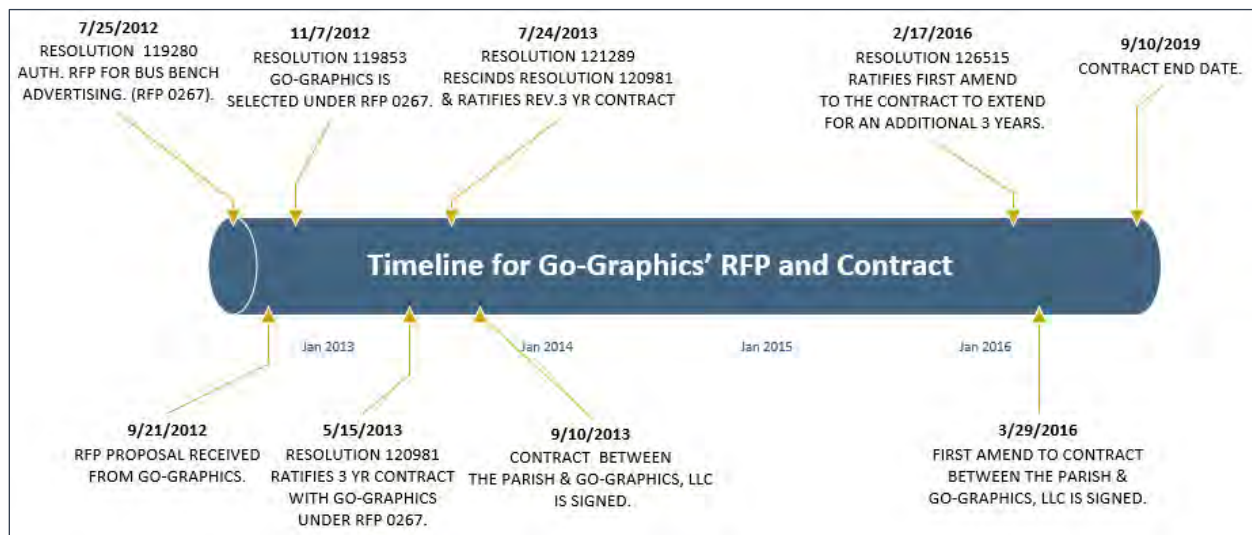
Image 1: Front of Go-Graphics' Bus Bench, without advertising.



Image 2: Rear of Go-Graphics' Bus Bench, with advertising.



The following timeline provides a visual reference to the RFP and contract milestones related to Go-Graphics.



⁶ Attachment B, p. 2.

⁷ Attachment B, p. 13.

⁸ Attachment C, *First Amendment to Services Agreement By and Between the Parish of Jefferson and Go-Graphics, LLC.*, p. 1.

DATA REVIEW & ANALYSIS

A. Flawed Pricing Terms Set Forth in the Request for Proposal

The JPOIG's analysis begins with the RFP process that resulted in the selection of Go-Graphics. Go-Graphics was one of two firms submitting to the Parish on the advertised RFP No. 0267. Creative Outdoor Advertising was the second firm to submit a proposal.⁹

Under the terms of the advertised Request for Proposal, all firms were required to submit a "Price Schedule." The pricing proposals "shall be based on a maximum of 250 seating benches per year. Pricing should be submitted on the Pricing Schedule furnished in Attachment Appendix 'A.' "¹⁰ Appendix A was as follows:

<p>APPENDIX "A"</p> <p>PRICING SCHEDULE</p> <p>A. Monthly Guaranteed Rental Payment Amount</p> <p>Minimum payment per bench \$ _____</p> <p><i>Multiplied by</i></p> <p>Number of benches with advertisement = 250</p> <p><i>Equals</i></p> <p>Monthly Guaranteed Rental Payment \$ _____</p> <p><i>Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.</i></p> <p>B. Percentage of Advertising Revenues</p> <p>Percentage (%) of revenues to be allocated to Jefferson Parish: _____%</p> <p><i>Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceed guarantees.</i></p> <p><u>All payments proposed above shall be firm.</u></p>
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Appendix "A" on its face presents two different mechanisms for the Parish to collect revenue:

- A. Monthly Guaranteed Rental Payment Amount; and
- B. Percentage of Advertising Revenues.

⁹ Based upon evaluation documentation, Creative Outdoor Advertising was deemed non-responsive.

¹⁰ Attachment D, Part II *Scope of Work/Services*, Section 2.3 *Price Schedule*.

The language does not create an “or” provision indicating that both mechanisms must operate simultaneously.

1. “Monthly Guaranteed Rental Payment Amount”

The draftsmanship of this provision presents conflicting alternate interpretations. The equation for achieving the “guaranteed rental payment amount” requires the proposer to establish a “minimum payment per bench,” which is to be multiplied by the number of “benches with advertisement”. This language could be broadly interpreted to require advertising on all 250 benches, or conversely, that the number of benches with advertising is seemingly variable. The conundrum being that either “monthly guaranteed rental payment” is fixed regardless of the number of benches with advertising or that the number of benches with advertising will vary rendering the monthly “guaranteed rental payment” variable and not fixed.

Presumably in an effort to add clarity to this provision, the following “guidance” is included:

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

While seeming to support the concept of a fixed amount per bench, the “note” fails to clarify the issue of bench advertising.

2. Percentage of Advertising Revenues

The second revenue mechanism required that the submitter “shall state a percentage of revenues to be allocated to Jefferson Parish.” This provision is seemingly clearer in that the stated percentage of revenue would “be applied to the guarantee” and that when the amount “exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish.”

3. RFP Question – Attempt to Clarify

Perhaps based upon the concerns noted above and before proposals were submitted, the Parish received a question by an interested vendor as follows:

Please confirm what was discussed in pre-bid conference and that the 250 figure in red found in Section A of Appendix “A” Pricing Schedule is intended for illustration purposes and that the actual minimum monthly guaranteed payments for a given period will be based on the actual number of benches with paid advertisements for that period.¹¹

The Parish responded by clarifying:

The proposer shall state a percentage of revenues to be allocated annually to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated amount exceeds the amount necessary to pay the guarantee, all such excess amount over the guarantee will be paid to Jefferson Parish.¹²

¹¹ Attachment D, Addendum #3, Question #8.

¹² Attachment D, Addendum #3, Answer to Question #8.

4. RFP Submissions

Ultimately, Go-Graphics was the only vendor deemed responsive out of the two vendor submissions.

The Pricing Schedule submitted by Creative Outdoor Advertising offered a monthly guarantee rental payment of \$20.00 for 250 benches, or \$5,000 per month. It remains unknown how the vendor interpreted the provision for bench advertising. Creative Outdoor Advertising

Figure 1: Creative Outdoor Advertising - ORIGINAL -



APPENDIX "A"
PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$ 20.00

Multiplied by

Number of benches with advertisement = 250

Equals

Monthly Guaranteed Rental Payment \$ 5,000.00

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Jefferson Parish: 25 %

Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceeds guarantee.

All payments proposed above shall be firm.

Figure 2: Go-Graphics

PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$23.50

Multiplied by

Number of benches with advertisement = 250²

Equals

Monthly Guaranteed Rental Payment \$5,875.00

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

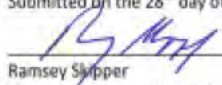
B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Jefferson Parish: 10%

Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceeds guarantee.

All payments proposed above shall be firm.

Submitted on the 28th day of September 2012,


Ramsey Skipper
Manager, Go-Graphics, LLC

² The "250" figure for the number of benches is for illustrative purposes only. The actual number of benches to be used in the calculation will vary depending on the actual number of benches with paid advertising for the appropriate billing period.

offered a 25% sharing of advertising revenue,¹³ See Figure 1.

Go-Graphics offered \$23.50 per bench, but explicitly did not guarantee payment on 250 benches. Instead, Go-Graphics qualified the price proposal offer with a footnote which reads:

“The ‘250’ figure for the number of benches is for illustrative purposes only. The actual number of benches to be used in the calculation will vary depending on the actual number of benches with paid

¹³ Based upon evaluation documentation, Creative Outdoor Advertising was deemed non-responsive. The Pricing Proposal submitted by Creative Outdoor is referenced for purposes of comparison.

advertising for the appropriate billing period.”¹⁴ See Figure 2.

Thus, the JPOIG believes the Parish sought submissions from firms interested in providing bus bench seating and advertising that would guarantee the Parish a monthly fee, and in addition thereto, a percentage of advertising revenue generated over and above the guaranteed amount. However, the RFP language was inconsistent at best and the Parish failed to clarify the matter when the opportunity arose during vendor questioning. In the absence of clarification, the RFP could have been cancelled and re-advertised with clarity as to the Parish’s expectations.

B. Ineffective/Inefficient Contract Structure

On the other side of the competitive Request for Proposal process, the Parish negotiated and executed an agreement with Go-Graphics for 255 benches, yet with no monthly guarantee. Rather, the \$23.50 per bench came to represent some minimal amount on benches with advertising.

Table #1 Go-Graphics’ Monthly Revenue Analysis			
Payment Period	Go-Graphics’ RFP Monthly Guaranteed Proposal	Actual Revenue Received by Go-Graphics	Avg. Bus Bench \$ by Go-Graphics Based on RFP’s 250 Bus Benches
January 2017	\$5,875.00	\$3,360.50	\$13.44
February 2017	\$5,875.00	\$3,243.00	\$12.97
March 2017	\$5,875.00	\$3,290.00	\$13.16
April 2017	\$5,875.00	\$3,219.50	\$12.88
May 2017	\$5,875.00	\$3,125.00	\$12.50
June 2017	\$5,875.00	\$3,149.00	\$12.60
July 2017	\$5,875.00	\$3,149.00	\$12.60
August 2017	\$5,875.00	\$3,219.50	\$12.88
September 2017	\$5,875.00	\$3,266.50	\$13.07
October 2017	\$5,875.00	\$3,572.00	\$14.29
November 2017	\$5,875.00	\$3,525.00	\$14.10
December 2017	\$5,875.00	\$3,501.50	\$14.01
January 2018	\$5,875.00	\$3,548.50	\$14.19
February 2018	\$5,875.00	\$3,572.00	\$14.29
March 2018	\$5,875.00	\$3,548.50	\$14.19
April 2018	\$5,875.00	\$3,642.50	\$14.57
May 2018	\$5,875.00	\$3,713.00	\$14.85
June 2018	\$5,875.00	\$3,689.50	\$14.76
July 2018	\$5,875.00	\$3,619.00	\$14.48
Average	\$5,875.00	\$3,418.61	\$13.67

¹⁴ Attachment D, Pricing Schedules for Go-Graphics and Creative Outdoor Advertising.

The above analysis demonstrates the difference between the “monthly guaranteed rental payment” from the RFP and the actual revenue received based on the records of actual benches with paid advertisements. What is apparent is that the Parish model of contracting presented a revenue model that neither represented the actual revenues earned nor provided a revenue incentive to the vendor. Under the revenue model adopted, the vendor could cease to procure advertisements and thus have no benches with paid advertising. Under that scenario, the Parish would receive no revenue.

When the difference in reduced monthly revenue is calculated and totaled through the 6-year term of the Go-Graphics’ contract, the amount of lost revenue to the Parish is approximately \$176,832.¹⁵ These questioned costs are based upon the assumption that with the bidding and negotiation of clear fixed monthly pricing terms, and a fixed number of benches provided by the vendor each month, the Parish’s revenue stream would have been consistent, and could have been priced with monthly revenues of \$5,875 as calculated above.

C. Revenue Reporting

The contract provides that Go-Graphics is to be responsible for advertisements on the bus benches and revenue generated from advertisements. The contract provides that if 80% of the then existing number of bus benches have paid advertising, then Go-Graphics may increase the existing number by 5% subject to the approval of the Director of Transit.

1. Incomplete Vendor Reports

Under Section 3.2 of the contract, *Payments*, Go-Graphics is responsible for paying the Parish no later than fifteen (15) days after the close of the prior month’s end for the advertising revenue collected for the prior month in accordance with Exhibit A of the contract. Go-Graphics “shall attach an itemized listing of benches, their specific locations, and the fee paid for each when submitting payment to the Parish.”¹⁶

The JPOIG requested Go-Graphics’ monthly submissions reports for January 2017–July 2018.¹⁷ The monthly vendor reports each contained bus bench listing information, Parish payment information, and a date stamp indicating when Transit received the report.¹⁸ The results of visual inspection by JPOIG were compared to the Go-Graphics’ July 2018 submission sent to the Parish on September 9, 2018. The data revealed exceptions for 15% of the bus benches. The exceptions are as follows:

1. 17 of the bus benches, or 6%, listed could not be located.
2. 24 of the bus benches, or 9%, indicated in the monthly report did not agree with the advertising information either because no advertising or different advertising was observed by the JPOIG on the bus bench.

¹⁵ \$5,875 less \$3,419 equals \$2,456 times 72 months (6-year contract term) equals \$176,832.

¹⁶ Attachment B, p. 3.

¹⁷ Go-Graphics submits their monthly vendor reports to Director of Transit with payment attached. Director of Transit then remits the payment with the attached report to Accounting Department. JPOIG requested the information from Accounting Department.

¹⁸ See dated stamp on page 2 of Attachment E, *Go-Graphics’ July 2018 Vendor Report*.

3. 3 of the bus benches, or 1%, in the report did not specify that the bus bench actually contained different advertising on both sides of the bus bench.

2. Late Vendor Payments

Additionally, the testing revealed that Go-Graphics was not timely submitting required information to the Parish. See Table #2 below. According to Transit, Transit agreed to extend the time for receiving monthly submissions from Go-Graphics due under the contract.

Table #2 Monthly Itemized Reports			
Contract Period	Payment Due	Payment Received	Workdays Overdue¹⁹
January 2017	2/15/2017	3/3/2017	13
February 2017	3/15/2017	3/31/2017	13
March 2017	4/15/2017	5/2/2017	12
April 2017	5/15/2017	6/2/2017	15
May 2017	6/15/2017	6/30/2017	12
June 2017	7/15/2017	7/31/2017	11
July 2017	8/15/2017	9/6/2017	17
August 2017	9/15/2017	10/4/2017	14
September 2017	10/15/2017	11/6/2017	16
October 2017	11/15/2017	12/4/2017	14
November 2017	12/15/2017	1/3/2018	14
December 2017	1/15/2018	2/5/2018	16
January 2018	2/15/2018	3/2/2018	12
February 2018	3/15/2018	4/4/2018	15
March 2018	4/15/2018	4/30/2018	11
April 2018	5/15/2018	6/4/2018	15
May 2018	6/15/2018	7/5/2018	15
June 2018	7/15/2018	8/2/2018	14
July 2018	8/15/2018	9/4/2018	15

The JPOIG determined that pursuant to the contract, Go- Graphics submitted incomplete monthly reports and untimely payments. The Transit Director does not have the authority to modify the terms of the contract. Further, the incomplete and untimely submissions were common throughout the period of the review indicating that the Department of Transit failed to manage the contract. Effective management of the contract would have identified the issues and brought the vendor into compliance during the early stage of the contract. Should Transit, through contract oversight, determine amendments to the terms of the contract are necessary; they should seek a proper amendment of the terms through a Jefferson Parish Council resolution.

¹⁹ Calculation of “Workdays” overdue excludes Saturday and Sunday.

3. Advertising Revenue

The revenue language in Section 3.2 of the contract, *Payments*, varies again from that found in the RFP. However, the language ultimately has the same effect and provides that Go-Graphics is obligated to maintain at least 255 physical bus benches. The contract's "Exhibit A", describes a "Monthly Guaranteed Rental Payment Amount" of \$23.50 per bench to the Parish. This amount may be greater under the "Percentage of Advertising Revenue." See Figure 3.

Figure 3: Go-Graphics Contract's Exhibit A

FIRM shall pay Parish the greater of the monthly guaranteed rental payment, described below in Section A, or the percentage of advertising revenues, described below in Section B.	
A. Monthly Guaranteed Rental Payment Amount	
Minimum Payment per Bench	\$23.50
Monthly Guaranteed Rental Payment to Parish	<u>The product of the number of benches for which there is collected paid advertising revenue multiplied by \$23.50.</u> <i>The actual number of benches to be used in the calculation will vary depending on the actual number of benches with paid advertising for the appropriate billing period.</i>
B. Percentage of Advertising Revenues	
Percentage (%) of revenues to be allocated to Parish:	<u>10% of the Firm's collected paid advertising revenues for each month of the term of this Agreement.</u>
<i>Accordingly, in no event will a monthly payment to the PARISH from the FIRM exceed 10% of the FIRM'S monthly paid advertising revenues for a given month.</i>	

The JPOIG reviewed 19 of the vendor's monthly submissions to the Parish and selected a sample of advertisers' contracts for review.²⁰ The JPOIG selected the month of July 2018 for testing. The JPOIG analyzed data based upon negotiated terms to include revenue under both the flat-fee and shared advertising revenue provisions. The JPOIG observed the following:

1. Go-Graphics is only remitting fees to the Parish on approximately 145 benches with advertising, substantially less than the minimal amount of 255 benches.
2. Benches removed for refurbishment reduce the bus bench count. The actual number and duration of benches removed was not able to be determined.
3. The vendor does not include the actual monthly revenue received by Go-Graphics from the third party advertiser for each bench in the monthly report to Transit.²¹
4. Go-Graphics' fees and bus bench advertising volume does not support the "percentage of revenue" option.

Additional analysis of monthly submissions to the Parish indicates that Go-Graphics does not report total fees received by Go-Graphics from its advertisers. Under the terms of the contract, Go-Graphics is obligated to submit to the Parish each month "an itemized listing of benches, their specific locations, and the fee paid for each when submitting payment to the Parish."²² As

²⁰ The visual inspection was necessary to determine the accuracy of the amount paid under Option A, flat-fee calculation. The contract validation sample was necessary to determine the likelihood of Option B, percentage of revenue calculation, and if so, the amount that would be paid.

²¹ Attachment E.

²² Attachment B, p. 3.

Go-Graphics does not disclose the fees paid by advertisers to Go-Graphics, the Parish has no way of validating fees owed to the Parish under the agreement.

Finally, Go-Graphics gave advertising space on bus benches to companies through a barter arrangement managed by a bartering service. For each of these companies, sales history for August 2015 - August 2018 were received from the barter exchange company, Crescent City Trade Exchange. JPOIG validated 87 bus bench listings for July 2018, or 31% overall, from documentation provided by the advertising clients and the barter exchange company. The JPOIG calculated the advertising fee per bus bench for July 2018 as averaging \$52.45. The JPOIG noted that the documentation provided by the companies showed that the prices for advertising space per bench varied considerably, with some priced as low as \$19 per month and others priced as high as \$350 per month.

D. Bus Bench Inventory Below Contract Minimum

The Parish entered into a three year agreement with Go-Graphics pursuant to Resolution No. 120981 on 05/15/2013.²³ The agreement was to be managed by the Director of the Department of Transit.²⁴ An amendment to the agreement increasing the number of benches to be a minimum of 255 total was passed pursuant to Resolution No. 121289 on 07/24/2013.²⁵ Additionally, each bus bench “shall be provided a unique number from within a numbering system mutually agreed upon” by Go-Graphics and the Parish.²⁶

The JPOIG visually inspected bus benches along each route in July 2018. Testing revealed that Go-Graphics did not have 255 bus benches on the bus route as required by the contract for July 2018. A review of Go-Graphics’ reports to the Parish indicate that the number of bus benches averaged 248, which is below the contract’s minimum threshold.

According to Go-Graphics, it has been removing benches for refurbishment. During the course of the audit, Go-Graphics informed JPOIG that 19 benches had been identified to be removed for refurbishment. The JPOIG requested documentation identifying bus benches that had been removed and refurbished during the testing period, July 2018. No documentation was received. Further, Go-Graphics does not routinely report the benches removed for refurbishment to Parish.

The lack of documentation on the inventory of benches prevents the Director of Transit from evaluating compliance with the contract and determining whether adequate seating is available to the public on transit routes at any given time.

Control over inventory of benches could be resolved with more accurate location information provided by Go-Graphics to the Parish. The location description for a bus bench is reported by giving the intersection of streets near the bench, the direction the bench is facing (such as facing south bound or north bound traffic), and a landmark or business near the bench. See Attachment

²³ Attachment G, *Resolution No. 120981*.

²⁴ Attachment B, *Services Agreement Between the Parish of Jefferson and Go-Graphics, LLC*, p. 1, “All work shall be under the direction of the Director of the Department of Transit Administration or his designee, hereinafter called MANAGER, and all requests, plans, reports etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.”

²⁵ Attachment G, *Resolution No. 121289*.

²⁶ Attachment B, p. 2.

E. Some of the landmarks and businesses that were near a bench location when it was placed are no longer present, and the report does not indicate whether a bus bench was under refurbishment or removed.

Lastly, Go-Graphics has not assigned each bench a unique identifying number for purposes of tracking by the Parish as required by contract.²⁷ Failure to comply with the contract in this manner makes the tracking of benches and the validation of compliance more difficult.

E. Contract Comparison Assessment

The JPOIG held interviews with Transit’s management to more fully understand the conditions and management’s perspective on the bus benches and other related contracts.

The auditor observed that a more simplified contract structure, including streamlined payment provisions, was in use for bus shelter advertising. The comparative contract with Laurel Communications, “Agreement Between the Parish of Jefferson and Laurel Outdoor Advertising” (“Bus Shelter Agreement”), appeared to be more accurately and consistently monitored for compliance.²⁸ The JPOIG also noted that Transit’s management preferred the Laurel Communications’ contract structure. The JPOIG concluded that Laurel Communications’ Bus Shelter Agreement provided a superior contract structure in comparison with the Go-Graphics’ contract because of its concrete (flat-fee) payment method and its reduced reporting requirements.

JPOIG noted the following comparisons after reviewing the Contract and Bus Shelter Agreement:

Table #3 Comparison of Contract Models	
Bus Bench Agreement	Bus Shelter Agreement
Payment to be determined by the greater of either: <ol style="list-style-type: none"> 10% of Go-Graphics’ collected paid advertising revenues; or The number of benches with collected paid advertising revenue multiplied by \$23.50. 	Payment is on a flat fee of \$30 per bus shelter, for a maximum of 89 bus shelters.
Contract requires Go-Graphics to turn in a monthly vendor report.	Vendor is not required to submit a monthly report since the fee is a flat rate.

A flat-fee structure supports ease of administration for the Parish and the vendor, as well as providing an opportunity to reduce other administrative requirements necessary to validate other contingencies. In addition, the benefits of a flat-fee model are as follows:

1. Both the vendor and Transit’s management could properly focus their efforts on the adequacy of the bus bench inventory, their locations on the bus route, and the appropriate nature of the advertisements.

²⁷ Attachment B, pg. 2.
²⁸ Resolution No. 125708.

2. Transit's management could better determine its annual revenue from the Contract for budgeting purposes.
3. Contract administration would become more efficient and more effective.
4. The vendor would be required to ensure and attest to the number of bus benches online each month.
5. The revenue received by Transit would likely increase as all 255 bus benches would be online each month.

Had the Parish negotiated a contract with Go-Graphics that was consistent with the advertised Request for Proposal, the Parish would have a contract with Go-Graphics that is similar to the Bus Shelter Agreement with Laurel. The Parish did not. The Parish entered into a contract with Go-Graphics with no "Monthly Guarantee" which resulted in loss revenue and challenged contract management.

CONCLUSION

In this review, it was determined that the Parish failed to issue an RFP with clear payment terms even when asked for such clarity by a prospective vendor during the RFP process. With uncertainty remaining concerning whether the Parish intended to engage in a contract for some form of guaranteed monthly payment, a system of variable compensation, or both, it would have been prudent to cancel the RFP and re-advertise.

Regardless, the Parish selected Go-Graphics and over an extended negotiation period ended up with a contract that did not result in the Parish's best interest from either a guaranteed revenue or management perspective. The structure of the existing contract creates an inefficient and ineffective process for maintaining contract compliance. The process of validating the accuracy of revenues received by the Parish would require significant departmental resources from Transit, and thus, consistent and accurate validation never occurred.

The JPOIG also found that Go-Graphics was not in compliance with several contract requirements concerning reporting on bench removals, numbering of benches to aid in accountability, and the timing of payments to the Parish.

Despite the poor procurement, questionable contracting practices, non-compliance by the Transit, and non-compliance by the vendor, the Parish extended the vendor's contract on 03/29/2016, for an additional three year period without benefit of a competitive process. Variable contract payment terms that are dependent upon the vendor's successful operations were wrongly structured, and thus a burden to administrate. Lastly, the Transit's difficulty in monitoring and enforcing the contract results in lost revenue to the Parish in excess of \$176,832. Transit's difficulty in monitoring and enforcing the bus bench contract results in substandard transit amenities for the bus-riding public.

The JPOIG has included 6 findings and recommendations that should serve to remedy burdensome legacy practices and eliminate any current contract non-compliance issues. Please refer to Attachment A for further detail.

Findings and Recommendations



FINDINGS AND OBSERVATIONS

An observation is the result of looking at a process or procedure being performed by others and is typically founded upon a specific time, or period, during which the observations takes place.

A finding indicates a material or significant weakness in controls or compliance that was not detected or corrected by an entity in the normal course of performing its duties. Findings can be any one or the combination of the following: (1) significant deficiencies in internal controls; (2) fraud and illegal acts; (3) violations of contracts and grant agreements; (4) waste; or (5) abuse.

Finding #1 – Bus Bench Advertising RFP Contained Flawed Pricing Terms

Condition:

The Parish authorized RFP No. 0267 on 07/25//2012 requesting bidders to supply and maintain a maximum of 250 bus benches with advertising along the Parish bus routes operated by the Transit Department. The RFP called for bidders to submit a monthly guaranteed fee, yet included a pricing formula that introduced a fixed fee per bus bench and a variable number of benches provided per month using the actual number of benches with paid advertisements. To the Parish’s detriment, this pricing formula effectually resulted in a variable amount per month to be received by the Parish rather than what was described in the RFP as a monthly guaranteed fee. See RFP excerpt below:

PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$ _____

Multiplied by

Number of benches with advertisement = 250

Equals

Monthly Guaranteed Rental Payment \$ _____

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

Criteria:

Section 2.1 of RFP No. 0267 states, “The successful proposer shall supply and maintain a maximum of two hundred and fifty (250) benches during the life of this contract. The successful proposer will also negotiate the number of new benches needed per year to reach the maximum of 250 per life of the contract... The FIRM shall place bus benches only on active Jefferson Transit routes and at active bus stops. Should the PARISH eliminate a route or bus stop, PARISH will inform FIRM and FIRM must remove the bus bench(s) within ninety (90) days.”

Section 2.3 of RFP No. 0267 states, “The pricing proposal shall be based on a maximum of 250 seating benches per year.”

Cause:

The RFP's flawed pricing terms left the responding bidders with material pricing questions that were voiced in the pre-bidder's conference, and yet, never adequately addressed by the Parish.

Exposure:

The RFP's flawed pricing terms resulted in the acceptance of modified pricing terms and monthly payments to the Parish that were variable in nature and amount. This variability resulted in reduced monthly payments to the Parish in comparison to a guaranteed monthly payment model.

Recommendations Administration:

The JPOIG recommends that the Parish Administration via the Transit Department move to re-bid this RFP with corrected pricing structure clearly identifying for all interested vendors the manner in which payment shall be calculated. For future contracts, the Transit Department should collaborate with Parish Procurement to ensure that the RFP's fee payment structure is clear and distinct in the both the narrative and pricing sections of the RFP. Lastly, care should be taken to ensure that the RFP and the resulting contract set forth structure that can be effectively managed for compliance by the department. These may include fixed pricing per bench regardless of advertising.

Finding #2 – Ineffective/Inefficient Contract Model

Condition:

The current vendor contract contains an ineffectual fee schedule which is dependent upon the vendor's operational success and accurate reporting regarding advertising fees. Questioned costs are calculated to be up to \$176,832 over the six year term of the contract. Although the contract requires the vendor to report monthly on bus bench locations, it fails to address or provide a reporting process for bus benches that are missing, improperly placed, or insufficient in number. Lastly, the contract does not contain specific and meaningful penalties for vendor non-compliance.

Criteria:

The Go-Graphics' vendor contract fee schedule states, "the monthly guaranteed rental payment to the Parish (is) the product of the number of benches for which there is collected, paid advertising revenue multiplied by \$23.50. The actual number of benches to be used in the calculation will vary depending upon the actual number of benches with paid advertising for the appropriate billing period."

Cause:

The contract fails to address the minimum number of benches needed to adequately meet the Transit Department's operational service needs. Further, the fee schedule utilized is ineffective and inefficient when compared to a fixed fee model.

Exposure:

The current contract model may lead to reduced or lost revenue to the Parish up to \$176,832 over the six year term of the contract. Further, Jefferson Parish cannot efficiently monitor the compliance of the current bus bench contract without incurring burdensome administrative time and costs. Additionally, services provided by the vendor may not meet the current bus bench seating requirements of the contract.

Recommendations Administration:

For future contracts, the Transit Department and procurement should collaborate on the RFP to ensure that the resulting contract provisions:

1. Ensure that all required bus bench services are stated in the contract in the form of a minimum number of bus benches to be in service each and every monthly reporting period.
2. Include penalties for noncompliance with the minimum number of bus benches in service.
3. Utilize a flat-fee model, similar to the structure used in the Bus Shelter Agreement that is not dependent upon advertising.
4. Requirement that the vendor provide accurate information on locations, dates benches are out of service, and the reason benches are out of service on a monthly rotating basis, to help ensure full contract compliance.

Finding #3 – Incomplete Vendor Reports

Condition:

The bus bench provider, Go-Graphics, submitted monthly reports to the Parish that did not contain the required information per the vendor contract, such as specific locations or the advertising revenues collected during the period. The JPOIG analyzed data based upon negotiated terms, to include revenue under both the flat-fee and a shared advertising revenue provisions. The JPOIG observed the following:

1. Go-Graphics is only remitting fees to the Parish on approximately 145 benches with advertising, substantially less than the 255 benches required.
2. Benches removed for refurbishment reduce the bus bench count. The actual number and duration of benches removed was not able to be determined.
3. The vendor does not include the actual monthly revenue received by Go-Graphics from the third party advertiser for each bench in the monthly report to Transit.¹
4. Go-Graphics' fees and bus bench advertising volume does not support the "percentage of revenue" option.

Criteria:

"...FIRM shall attach an itemized listing of benches, their specific locations, and the {Advertising} fee paid for each when submitting payment to the PARISH." Contract Section 3.2.

Cause:

Go-Graphics does not record the specific location of each bus bench, nor does the vendor record the advertising revenue or fee paid for each bus bench on their monthly vendor report.

Exposure:

The vendor does not provide the Parish with the required information to determine correct and accurate payments according to the vendor contract.

Recommendations:

Transit's management should require the bus bench vendor to include all required information (specific bus bench locations and advertising revenues) in their monthly reports to the Parish. This is best accomplished in accordance with a compliance plan that is developed based on the contract and assigned to a specific individual to manage. Effective compliance plans include monthly validation protocols, which may include random sampling, to ensure measured and consistent management and regular vendor feedback.

¹ Attachment E.

Finding #4 – Late Vendor Payments

Condition:

During the period of the JPOIG review, it was noted that the bus bench vendor consistently submitted monthly reports after the required due date. Table #2 below displays the dates that payments were received from January 2017-July 2018.

Table #2 Monthly Itemized Reports			
Contract Period	Payment Due Date	Date Payment Received	Workdays Overdue ²
January 2017	2/15/2017	3/3/2017	13
February 2017	3/15/2017	3/31/2017	13
March 2017	4/15/2017	5/2/2017	12
April 2017	5/15/2017	6/2/2017	15
May 2017	6/15/2017	6/30/2017	12
June 2017	7/15/2017	7/31/2017	11
July 2017	8/15/2017	9/6/2017	17
August 2017	9/15/2017	10/4/2017	14
September 2017	10/15/2017	11/6/2017	16
October 2017	11/15/2017	12/4/2017	14
November 2017	12/15/2017	1/3/2018	14
December 2017	1/15/2018	2/5/2018	16
January 2018	2/15/2018	3/2/2018	12
February 2018	3/15/2018	4/4/2018	15
March 2018	4/15/2018	4/30/2018	11
April 2018	5/15/2018	6/4/2018	15
May 2018	6/15/2018	7/5/2018	15
June 2018	7/15/2018	8/2/2018	14
July 2018	8/15/2018	9/4/2018	15

Criteria:

Section 3.2 of the contract states, "...Payments shall be made to PARISH according to Exhibit A under this Agreement for FIRM's benches with paid advertisement located in unincorporated Jefferson Parish and "shall be received by the PARISH no later than fifteen (15) days after the close of the prior month's end for the advertising revenue collected for the prior month."

Cause:

Transit's management allowed the vendor to submit monthly reports after the due date contrary to the terms of the contract.

Exposure:

The late payments, which are attached to the vendor's monthly reports, negatively impact Parish

² Calculation of "Workdays" overdue excludes Saturday and Sunday.

cash flow, and causes delays in the effective compliance and administration of the services provided.

Recommendations:

Payment protocols of any kind should not be altered unilaterally by management. Changes, that are required due to operational conditions should be made via Council authorized amendment. Enforcement of all contract obligations, including payment provisions, should be enforced. Consideration of enforcement tools should include, in addition to the standard termination provisions, should include seeking interest on funds owed or other penalties when merited.

Finding #5 – Bus Bench Inventory Below Contract Minimum

Condition:

The vendor's current monthly report does not provide sufficient or accurate description such as street intersections or existing nearby landmarks to easily determine the actual bench location. The JPOIG determined through an inspection of bus benches online in July of 2018 that 17 of the bus benches on the listing could not be located. Further, the average number of bus benches online averaged 248, not the minimum 255 required per the vendor contract.

The results of visual inspection by JPOIG were compared to the Go-Graphics' July 2018 submission sent to the Parish on 09/04/2018. The data revealed exceptions for 15% of the bus benches. The exceptions are as follows:

1. 17 of the bus benches, or 6%, listed could not be located.
2. 24 of the bus benches, or 9%, indicated in the monthly report did not agree with the advertising information either because no advertising or different advertising was observed by the JPOIG on the bus bench.
3. 3 of the bus benches, or 1%, in the report did not specify that the bus bench actually contained different advertising on both sides of the bus bench.³

Criteria:

Section 1.2 of the contract states, "Firm shall supply and maintain a minimum number of two-hundred and fifty-five (255) benches during the term of this agreement."

Cause:

The vendor does not maintain a sufficient, accurate inventory of bus benches, their condition, and their locations.

Exposure:

The location and condition of the bus benches are a critical component to the vendor's specific performance of the bus bench contract. Maintaining bus bench inventories below the minimum contract requirements negatively affects the Transit Department's ability to provide minimal transportation amenities to the public.

Recommendations:

Through the terms of the vendor contract, the Transit Department should require the vendor to maintain an accurate and complete inventory of all 255 bus benches. The inventory should include the location of bench, its current condition, and a history of the advertising revenue earned for that site.

³ See page 15 for statistical results on all exceptions noted by JPOIG in Attachment G, *Visual Inspection Results*.

Finding #6 – Contractual Noncompliance Issues

Condition:

The JPOIG noted the following noncompliance issues during its review:

1. Departmental responsibility regarding permits for the advertising on bus benches in accordance to JPCO Section 32-1 is unclear.
2. The bus bench vendor, Go-Graphics, has had to remove 34 bus benches, and additionally, has been having ongoing refurbishing of bus benches, which causes the amount of benches on the bus route to vary.⁴
3. Transit's management reported that bus benches were found in locations that were not on the bus route. Go-Graphics was informed in writing to remove the benches. Yet, the vendor failed to immediately remove bus benches until receiving additional notifications.
4. The bus benches are not labeled with a unique number on the bench itself.

Criteria:

According to:

1. JPCO Section 32-1 – Signs along the rights-of-way, etc. See Attachment F.
2. Section 1.2 of the contract, "...FIRM shall supply and maintain a minimum of two hundred and fifty five (255) benches during the term of this agreement... Each bus bench shall be provided with a unique number from within a numbering system mutually agreed upon by the FIRM and the PARISH... FIRM shall place bus benches only on active Jefferson Parish transit routes and at active bus stops. Should the PARISH eliminate a route or bus stop, PARISH will inform FIRM and FIRM must remove the bus bench(es) within ninety (90) days of receiving written notice of such elimination... Throughout this Agreement, FIRM shall be licensed as required by law and must possess all applicable current Jefferson Parish and State of Louisiana license."
3. Section 2.6 of the contract, "**License and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement."
4. Section 2.7 of the contract, "**Compliance with Law, Rules and Regulations.** FIRM shall comply with all applicable laws, rules and regulations."

Cause: The following causes result in the above conditions:

1. The Jefferson Parish ordinance on permits for bus benches is currently silent with respect to which department is responsible for bus bench permits.
2. Bus benches are being removed and refurbished due to vehicular damage, weather damage, or maintenance.
3. The vendor does not update location of bus benches when bus route changes nor immediately remove bus benches off of the bus route when notified.
4. The vendor did not imprint or stamp each bus bench with a unique number from within a numbering system.

⁴ Recorded interview on 9/14/2018 with Mr. Ramsey Skipper, Manager of Go-Graphics.

Exposure: The current structure creates inefficiencies in administration of the vendor contract and results in Jefferson Parish receiving reduced and varied revenue amounts from the bus bench vendor.

Recommendations:

JPOIG recommends the following:

1. Revise JPCO Section 32-1 to provide more clarity on the requirements for bus bench permits as to which department is in charge of issuing permits. Or, alternatively, remove or waive the permitting requirement for this type of vendor contract in the future.
2. Include fiscal penalties in future vendor contracts for vendor noncompliance.
3. Include communication requirements in the vendor's contract to allow the Transit department to better manage the location and number of the bus benches along the bus routes.

Services Agreement
Between the Parish of
Jefferson and Go-
Graphics, LLC.



SERVICES AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON

AND

GO-GRAPHICS, LLC

THIS AGREEMENT, (the "Agreement") is made and entered into on this 10th day of September, 2013, by and between the Parish of Jefferson, State of Louisiana, herein represented by its Christopher L. Roberts, Council Chairman of the Jefferson Parish Council (hereinafter referred to as the PARISH), duly authorized to act by Resolution No. Resolution No. 120981 adopted 5-15-13 and 119853, adopted on the 7th day of November, 2012 and Resolution No. 181289, adopted on the 24th day of July, 2013, and Go-Graphics, LLC, duly authorized to do and doing business in the State of Louisiana, represented herein by Ramsey Skipper, Manager, (hereinafter referred to as the FIRM). PARISH and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

I. ADMINISTRATION OF CONTRACT

All work shall be under the direction of the Director of the Department of Transit Administration or his designee, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.

II. SCOPE OF SERVICES

**ARTICLE I
BUS BENCHES**

1.1 Scope of Agreement. Subject to the terms of this Agreement, FIRM shall meet the scope of services as per the RFP 0287 & its appendices, and specifications on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0287, and the FIRM'S written bid proposal dated September 28, 2012, copies of which are attached hereto and made a part hereof, and Resolution No. 113648 and amendments thereto.

1.2 Minimum Requirements. FIRM shall provide and maintain bus stop seating benches and bench advertising along the public transportation fixed routes on the East bank and West bank within unincorporated Jefferson Parish. Following are the minimum requirements as agreed to by the parties:

FIRM shall ensure bus benches have a length reasonably determined by the available right of way, but in no event less than three (3) feet six (6) inches in length or greater than fifteen (15) feet in length, a depth that does not exceed the available right of way and a height that does not exceed the height of bus benches available in the bus bench industry and integrated bus bench advertising, illuminated or not illuminated at FIRM's discretion.

FIRM shall ensure all bus benches and placement of benches meet the latest ADA Accessibility Guidelines (ADAAG) as they apply to outdoor transit bench seating), including but not limited to:

- The structure shall support vertical or horizontal forces of two hundred and fifty (250) pounds (1,112 Newtons) applied at any point on the seat, fastener, mounting device, or supporting structure; and all exposed benches shall be slip resistant and designed to shed water.

Notwithstanding the foregoing, the above provision does not relieve the Manager and/or Jefferson Parish from providing the curb cuts, sidewalks and related site improvements which the Manager and/or Jefferson Parish is obligated to provide,

FIRM shall supply and maintain a minimum of two hundred and fifty five (255) benches during the term of this Agreement. If 80% of the then existing number of bus benches have paid advertising, FIRM may increase the then existing number of benches by 5% provided that Manager must give its approval of the location of the benches which such approval shall not be unreasonably withheld, conditioned or delayed. All advertisements which may be exhibited in or upon contract benches shall be of reputable character. FIRM shall not place advertisements of adult establishments (as defined in Jefferson Parish Code of Ordinances Sec. 40-3), alcohol within three hundred feet (300 ft.) of schools, playgrounds, or churches, or tobacco. FIRM is responsible for complying with all Parish Ordinances as they relate to content allowed on outdoor advertising.

FIRM shall be solely responsible for the advertising material and the content of such advertising exhibited under this Agreement and further agrees to hold PARISH free and harmless from all blame and/or liability for any and all claims and causes of action by any other party for and on account of the content of the advertising copy, posters, and signs exhibited and placed on said benches under the terms of this Agreement provided that such indemnity shall not be applicable to any such claims and/or causes of action in connection with or arising out of the PARISH's editorial right to review and/or reject advertisements.

While FIRM shall be solely responsible for the advertising material, MANAGER may reject any advertisement that is not of reputable character or is for an adult establishment (as defined in Jefferson Parish Code of Ordinances Sec. 40-3), alcohol products within three hundred feet (300 ft.) of schools, playgrounds, or churches, or tobacco products.

Each bus bench shall be provided with a unique number from within a numbering system mutually agreed upon by the FIRM and the PARISH. Prior to a bus bench being placed at a location, FIRM shall notify MANAGER. The same procedure shall apply for the moving and/or removal of benches whether permanent or temporary.

FIRM shall place bus benches only on active Jefferson Parish transit routes and at active bus stops. Should the PARISH eliminate a route or bus stop, PARISH will inform FIRM and FIRM must remove the bus bench(es) within ninety (90) days of receiving written notice of such elimination.

PARISH, at Parish's expense, shall have the right to conduct field audits of bus benches to ensure the inventory records are current and correct and, if necessary, to have the FIRM make its records in compliance with the field audit.

Throughout the term of this Agreement, FIRM shall be licensed as required by law and must possess all applicable current Jefferson Parish and State of Louisiana licenses.

FIRM shall keep full, complete and true active records under this Agreement and said records shall be made available for inspection or audit by PARISH within forty-eight (48) hours written notice throughout the period of this Agreement.

FIRM shall procure signed and approved contracts for bench advertisers.

FIRM shall install all advertising material in connection with this Agreement.

ARTICLE 2 OPERATIONS

2.1 Location. Services shall be performed at various unsheltered bus stops within unincorporated Jefferson Parish.

2.2 Hours. FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.

2.3 Efficient and High Quality Operation. FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.

2.4 Products and Necessities. FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.

2.5 Items. FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of the PARISH. PARISH hereby approves FIRM'S advertisement of its name and phone number on any vacant bench amenities for purposes of alerting the public on how to advertise on bus benches.

2.6 Licenses and Permits. FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.

2.7 Compliance with Law, Rules and Regulations. FIRM shall comply with all applicable laws, rules and regulations.

2.8 Duty and Responsibilities. FIRM owes to MANAGER a duty to perform FIRM'S obligation under this agreement with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this Agreement.

ARTICLE 3 FINANCIAL MATTERS

3.1 Operating Expenses. FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.

3.2 Payments. PARISH shall not reimburse the costs of expenses for any services which have not been authorized in writing by MANAGER and ratified by the Jefferson Parish Council. Payments shall be made to PARISH according to Exhibit A under this Agreement for FIRM'S benches with paid advertisement located in unincorporated Jefferson Parish and shall be received by the PARISH no later than fifteen (15) days after the close of the prior month's end for the advertising revenue collected for the prior month. FIRM shall attach an itemized listing of benches, their specific locations, and the fee paid for each when submitting payment to the PARISH. FIRM shall also state on the payment the time period for which the payment covers. FIRM shall certify to PARISH that all statements and payments are true and correct. With each invoice submitted, FIRM shall acknowledge that no subcontractors have been added to the contract without prior council approval by resolution. Failure to comply with this section

shall result in penalties imposed upon FIRM as set forth in Section 2-935.1 for professional service providers.

3.3 Performance Bond. Contemporaneous with the execution of this Agreement, FIRM shall provide certified funds in the name of the Parish of Jefferson in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to be tendered to the Jefferson Parish Council Clerk upon execution of this agreement, or a performance bond underwritten by a commercial surety, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to insure the successful performance under the terms and conditions of this Agreement. FIRM acknowledges and agrees that the certified funds or the performance bond may be forfeited for FIRM's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

If the FIRM chooses to provide a performance bond, the FIRM shall renew the performance bond annually and shall provide the renewed performance bond to the Manager no later than thirty (30) days prior to expiration of the performance bond. It is understood by Manager and Firm (1) that the performance bond is issued for a specific term beginning at the date of execution of this Agreement; (2) that the Surety is not hereby obligated to issue performance bond(s) for any subsequent period or term under this Agreement; (3) that the non-renewal of the performance bond by the Surety shall not constitute a loss or forfeiture under the bond; and (4) that it is the obligation of the Firm to cause the renewal of the performance bond before its expiration or provide the alternative of certified funds described above. The Firm shall cause the Surety to notify the Manager ninety (90) days before the expiration of any performance bond of the Surety's decision to renew or not to renew the performance bond.

ARTICLE 4 RECORDS, ACCOUNTS AND REPORTS

4.1 Books and Records. FIRM 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 MANAGER, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement. FIRM shall permit MANAGER and MANAGER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during FIRM'S normal business office hours, the books and records pertaining to the services provided under this Agreement. MANAGER's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of MANAGER.

4.2 Periodic and/or Annual Reports. At any time, MANAGER may request that the FIRM, with the minimum of thirty (30) days written notice, prepare and/or produce a report of the

results of operations, as it pertains to this Agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

ARTICLE 5 **PERSONNEL/VENDORS**

5.1 **Firm Employees.** It is FIRM's sole responsibility to employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes. Neither PARISH nor MANAGER shall in any way be involved in the Firm's process of the hiring, terminating or substitution of employees. All vendors and suppliers shall be selected and paid by FIRM.

5.2 **Appropriate Personnel.** FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner.

5.2 **Non-Discrimination.** FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, or disability.

5.4 **Substitution of Personnel.** FIRM acknowledges that this Agreement is contingent upon the essential personnel defined in FIRM's written proposal, and that if during the term of this Agreement, the FIRM is unable to provide those defined essential personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to the PARISH for approval prior to each essential personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.

III. TERM OF CONTRACT

The terms of this Agreement shall be binding upon the parties hereto throughout the term of this Agreement. The term of this Agreement shall be three (3) years, unless extended by written amendment approved by the Jefferson Parish Council; but this Agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the PARISH as a consequence of the failure of FIRM to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of FIRM, provided the PARISH will give FIRM

written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER in the exercise of MANAGER's reasonable judgment) to cure any such failure.

C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.

D. For cause by the PARISH by issuing FIRM thirty (30) days written notice.

Notwithstanding the foregoing, the Jefferson Parish Council may by resolution terminate this Agreement in the event false or misleading information is given to the Parish: (i) in the affidavit identifying all subcontractors and persons, excluding full time employees of the FIRM who would assist in providing services for the project, or (ii) in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the FIRM, have been added without prior council approval by resolution. Any and all parties found to be in violation of the provisions of this Paragraph, or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or FIRM party to this Agreement to provide services hereunder and any and all subcontractors improperly added thereto shall be disqualified from contracting with the Parish to provide any services for a period of one (1) year after such violation is discovered, and FIRM agrees to pay PARISH liquidated damages in the amount of five thousand and 00/100 dollars (\$5,000.00) for each such violation.

This Agreement shall be for three (3) years commencing on the date of contract execution, and expiring on the date of the third anniversary thereof.

IV. Notice

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Go-Graphics, LLC
516 Clearview Parkway
Metairie, LA 70001
Attn: Ramsey Skipper
Manager

Christopher L. Roberts
Council Chairman
Parish of Jefferson
1221 Elmwood Park Blvd.
10th Floor
Jefferson, LA 70123

With a copy to:
Stephen I. Dwyer
Dwyer Cambre & Suffern
Suite 200
3000 West Esplanade
Metairie, LA 70002

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) business days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

V. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of the Parish of Jefferson, and not as partner of, or joint venturer of, or quasi-governmental arm of the PARISH. The PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this Agreement.

The parties hereto acknowledge and agree that PARISH shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of FIRM; or
- (d) pay workman's compensation insurance premiums for coverage for FIRM.

FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

VI. INSURANCE

FIRM shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. The PARISH may examine the policies during business hours and with reasonable notice to FIRM.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSES:

1. FIRM insurers will have no right of recovery or subrogation against the Parish of Jefferson, it being the intention of the parties that the insurance policy so affected shall

protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The Parish of Jefferson shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
 3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.
- B. Prior to the execution of this Agreement FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Jefferson by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
1. In the event FIRM hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
 2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
 3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damage and shall not require a deductible greater than \$10,000.

All policies of insurance shall meet the requirements of the Parish of Jefferson prior to the commencing of any work. The Parish of Jefferson has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the Parish of Jefferson as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Jefferson, FIRM shall promptly obtain a new policy, submit the same to the Parish of Jefferson for approval and submit a certificate thereof as provided above.

Upon failure of the FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the Parish of Jefferson, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

VII. FORCE MAJEURE

FIRM or PARISH shall be exempted from performance under the terms and conditions of the negotiated agreement if the FIRM 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, epidemic, or court order; provided the FIRM or PARISH 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 considered cause or grounds for early termination of this agreement. The term of this Agreement may be extended by written amendment approved by the Jefferson Parish Council.

VIII. SEVERABILITY

The parties to this contractual agreement understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is to be held illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

IX. TITLE OWNERSHIP

Parish agrees that all benches and slabs provided by the FIRM shall remain the property of the FIRM.

X. GENERAL

FIRM shall indemnify and hold harmless the PARISH 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, to the extent caused by the negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this Agreement. FIRM shall not indemnify Parish against claims, demands, suits, costs, liabilities or judgments related to the PARISH's editorial right to review and/or reject advertisements and PARISH shall indemnify FIRM against claims, demands, suits, costs liabilities or judgments for sums of money and fines or penalties asserted by any party, firm or organization directly related to the PARISH's editorial right to review and/or reject advertisements.

Should either party have to sue to enforce the terms of this Agreement or should either party to this Agreement be sued by the other party, the prevailing party shall be entitled to collect all reasonable attorney's fees from the other party.

Further, FIRM hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the PARISH makes no representations or warranties to the contrary.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability.

The term of this Agreement may be extended for an additional period of time through written amendment approved by the Jefferson Parish Council.

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of the PARISH, in Parish's sole discretion.

This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM. Should there be any conflict


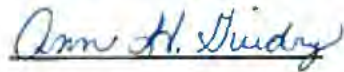
among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) RFP 0267 & addenda;
- 3) FIRM's written proposal;
- 4) Resolution No. 113646.


This Agreement is executed in four (4) originals.

IN TESTIMONY WHEREOF, they have executed this Agreement, the day and year first above written.

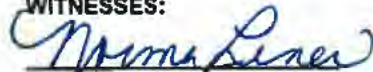
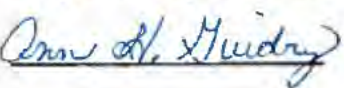
WITNESSES:

PARISH OF JEFFERSON
STATE OF LOUISIANA
JEFFERSON PARISH COUNCIL

By: 
Christopher L. Roberts
COUNCIL CHAIRMAN

WITNESSES:

GO-GRAPHICS, LLC

By: 
Ramsey Skipper
Manager

2/2/13

GULF COAST BANK
& Trust Company
200 St. Charles Ave., New Orleans, LA 70130



REMITTER **RAMSEY SKIPPER JR.**
PERFORMANCE BOND

DATE 09/03/13

14-7043/2850-1

PAY TO THE ORDER OF **PARISH OF JEFFERSON**
~~*****~~ **TEN THOUSAND** and **00/100 ~~00~~ **US Dollars****

\$ **10,000.00**

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

AUTHORIZED SIGNATURE

CASHIER'S CHECK



Jaifer W. [Signature]

**EXHIBIT A
Fee Schedule**

FIRM shall pay Parish the greater of the monthly guaranteed rental payment, described below in Section A, or the percentage of advertising revenues, described below in Section B.

A. Monthly Guaranteed Rental Payment Amount

Minimum Payment per Bench \$23.50

Monthly Guaranteed Rental Payment to Parish The product of the number of benches for which there is collected paid advertising revenue multiplied by \$23.50.

The actual number of benches to be used in the calculation will vary depending on the actual number of benches with paid advertising for the appropriate billing period.

B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Parish: 10% of the Firm's collected paid advertising revenues for each month of the term of this Agreement.

Accordingly, in no event will a monthly payment to the PARISH from the FIRM exceed 10% of the FIRM'S monthly paid advertising revenues for a given month.

On motion of Mr. Lagasse, seconded by Mr. Roberts, the following resolution was offered as amended:

RESOLUTION NO. 121289

A resolution rescinding Resolution No. 120981, adopted May 15, 2013, and ratifying a revised three-year agreement with Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267. (Parishwide)

WHEREAS, pursuant to Resolution No. 119280 dated the 25th day of July, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for the submittal of Requests for Proposals (RFP) from individuals or firms interested and qualified to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration; and

WHEREAS, pursuant to Resolution No. 119853 dated November 7, 2012, the Jefferson Parish Council selected Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267; and

WHEREAS, pursuant to Resolution No. 120981, adopted May 15, 2013, the Jefferson Parish Council ratified a three year agreement with Go-Graphics; and

WHEREAS, in order to obtain the bond, the surety company of the vendor has requested additional language in the agreement;

WHEREAS, the agreement has been revised to reflect the additional bond language.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. That Resolution No. 120981 is hereby rescinded; and

SECTION 2. That the attached revised three-year agreement between Jefferson Parish and Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267 is hereby ratified.

SECTION 3. That the revenues generated by this Agreement be placed into Account No. 21670-0000-5368.

SECTION 4. That the Periodic/Annual Report Section of the Agreement shall allow Parish to request an audited report from Firm with 30 days written notice.

SECTION 5. That the Substitution of Personnel Section of the Agreement shall require Parish approval only for essential Personnel.

SECTION 6. That the termination language be amended to termination for cause within thirty days notice to Firm.

SECTION 7. That the Indemnification language be amended to say: "FIRM shall not indemnify Parish against claims, demands, suits, costs, liabilities or judgments related to PARISH's editorial right to review and/or reject advertisements and PARISH shall indemnify FIRM against claims, demands, suits, costs liabilities or judgments for sums of money directly related to the PARISH's editorial right to review and/or reject advertisements."

SECTION 8. That the FIRM shall supply and maintain a minimum of two hundred and fifty five (255) benches during the term of this Agreement. If 80% of the then existing number of bus benches have paid advertising, FIRM may increase the then existing number of benches by 5% provided that Manager must give its approval of the location of the benches which such approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 9. That the Council Chairman or in his absence the Vice-Chairman is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: 7 NAYS: None ABSENT: None
This resolution was declared to be adopted on this the 24th day of July, 2013.

~~IN WITNESS WHEREOF, I HEREBY
DO SIGN THIS CERTIFICATE~~
Wanda R. Lopez
WANDA R. LOPEZ
TREASURER
SUFFERN PARISH COUNCIL

DAN J BURGHARDT INS
3008 DAVID DR
METAIRIE, LA 70003
1-504-455-7283
LDI COI 250239 09 09

Policy number: 08212333-1
Underwritten by:
PROGRESSIVE PALOVERDE INSURANCE CO
March 20, 2013
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
JEFFERSON COMMUNITY ACTION PROGRAMS 1221 ELMWOOD PARK BLVD STE 402 JEFFERSON, LA 70123	GO GRAPHICS OF NEW ORLEANS, LLC 201ST CHARLES AV2555 NEW ORLEANS, LA 70170	DAN J BURGHARDT INS 3008 DAVID DR METAIRIE, LA 70003

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is Issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 22, 2012	Policy Expiration Date: Aug 22, 2013
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	\$100,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 NISSAN FRONTIER 1N6AD0CU08C423554	
COMPREHENSIVE	\$1,000 DED
COLLISION	\$1,000 DED
RENTAL REIMBURSEMENT	\$40 PER DAY (\$1,200 MAX)

Certificate number

07913NET333

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.





CERTIFICATE OF LIABILITY INSURANCE

GOGRA-1

OP ID: DI

DATE (MM/DD/YYYY)

06/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stiel Insurance Services of New Orleans, Inc. P. O. Box 55108 Metairie, LA 70055-5108 Santo Russo	Phone: 504-832-5733 Fax: 504-831-3604	CONTACT NAME: Diane Beyer Daigle PHONE (A/C No., Ext): 504-832-5733 FAX (A/C No): 504-831-3604 E-MAIL ADDRESS: receptionist@stielno.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Atain Specialty Insurance Co.</td> <td>17159</td> </tr> <tr> <td>INSURER B : LUBA Workers' Comp</td> <td>12472</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atain Specialty Insurance Co.	17159	INSURER B : LUBA Workers' Comp	12472	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Go-Graphics, LLC Go-Graphics of New Orleans LLC 516 Clearview Pkwy. Metairie, LA 70001															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CIP166976	06/26/2013	06/26/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13797113	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lisa Skipper and Ramsey Skipper are excluded from workers compensation coverage

CERTIFICATE HOLDER**CANCELLATION**

JEFPATR

The Parish of Jefferson
 See Holder Notes
 #21 Westbank Expressway
 Gretna, LA 70053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE JEFPATR
INSURED'S NAME Go-Graphics, LLC

GOGRA-1
OP ID: DI

PAGE 2
DATE 06/24/13

The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council
#21 Westbank Expressway, Gretna, LA 70053 Resolution No: 120981

Campaign Contribution
AFFIDAVIT

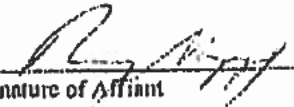
STATE OF LOUISIANA
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:
Robyn F. Skirke (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized AGENT of
GC BROTHERS, LLC (Entity), the party who submitted a
Proposal/Contract/Bid/RFP/SOQ No. 0102 (the Matter), to the Parish of Jefferson.
(Choose one of the following):

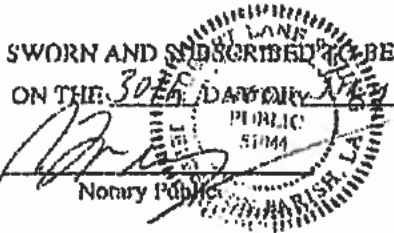
Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the 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.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the 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.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.



Signature of Affiant

SWORN AND SUBSCRIBED BEFORE ME
ON THE 30th DAY OF APRIL, 2012

Notary Public

Updated: 2.20.12
Code of Ord., Jeff. Parish LA § 2-923-923.1
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis 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 firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons in the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
 - (2) An affidavit attesting to:
 - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
 - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
 - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12
Code of Ord., Jeff. Parish LA § 2-923-923.1
2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site as a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Go Graphics, LLC

(2 year period immediately preceding the date of this affidavit)

John Young Campaign Fund

Check 09/23/2010 \$ 1,000.00

Total John Young Campaign Fund \$ 1,000.00

Tom Capella Campaign Fund

Check 12/01/2010 \$ 1,000.00

Total Tom Capella Campaign Fund \$ 1,000.00

Elton Lagasse Campaign Fund

Check 01/12/2011 \$ 1,000.00

Total Elton Lagasse Campaign Fund \$ 1,000.00

Ben Zahn Campaign Fund

Check 08/30/2011 \$ 2,500.00

Total Ben Zahn Campaign Fund \$ 2,500.00

Chris Roberts Campaign Fund

Check 09/01/2011 \$ 1,000.00

Check 01/20/2012 \$ 500.00

Check 03/16/2012 \$ 1,000.00

Total Chris Roberts Campaign Fund \$ 2,500.00

Paul Johnston Campaign Fund

Check 09/06/2011 \$ 250.00

Check 10/19/2011 \$ 100.00

Check 02/24/2012 \$ 500.00

Total Paul Johnston Campaign Fund \$ 850.00

Ricky Templet Campaign Fund

Check 10/19/2011 \$ 2,500.00

Total Ricky Templet Campaign Fund \$ 2,500.00

Affiliated Companies Through Common Ownership
(2 year period immediately preceding the date of this affidavit)

Leader Construction

<u>John Young Campaign Fund</u>			
Check		12/01/2010	\$ 1,000.00
Check		08/25/2011	\$ 1,000.00
Total John Young Campaign Fund			<u>\$ 2,000.00</u>

Heart Home Improvements

<u>Paul Johnston Campaign Fund</u>			
Check		09/16/2011	250.00
Check		10/17/2011	1,000.00
Total Paul Johnston Campaign Fund			<u>\$ 1,250.00</u>

<u>Chris Roberts Campaign Fund</u>			
Check		01/20/2011	1,200.00
Total Chris Roberts Campaign Fund			<u>\$ 1,200.00</u>

<u>Elton Lagasse Campaign Fund</u>			
Check		01/15/2011	1,000.00
Total Elton Lagasse Campaign Fund			<u>\$ 1,000.00</u>

Subcontractor
AFFIDAVIT

STATE OF LOUISIANA
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, Ramsey E. Sweeney
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized
AGENT of GD GRAPHICS, LLC (Entity), the party who submitted a
proposal to Jefferson Parish for RFP No. 11107 or an SOQ to
Provide for the 2012-2013 (describe the project). (Choose one of the following):

- Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.
- 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 SOQ/RFP.

Ramsey E. Sweeney
Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 30th
DAY OF July, 2012.

[Signature]
NOTARY PUBLIC
ROBERT LANE SWEENEY
11044
[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

Signature

Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012
Code of Ord., Jeff. Parish, LA § 2-923

Non-Collusion
AFFIDAVIT

STATE OF LOUISIANA
PARISH/COUNTY OF JEFFERSON

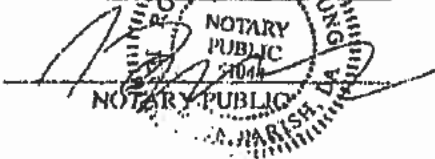
BEFORE ME, the undersigned authority, personally came and appeared,
Randy F. Skinner, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized Affiant of OR Enterprises, LLC
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0102
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

[Signature]
Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 10th
DAY OF October, 2011



Updated: 2.8.2012
LA-RS § 38:2274(2011)
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Employment Status Verification
AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,
Ramsey F Skipper (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized Manager of GoGraphics, LLC
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0267
to Jefferson Parish. (Choose one of the following):

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 statements (1) and (2).

_____ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.


Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 27th
DAY OF September, 2012.


NOTARY PUBLIC 53152

Solicitation Affidavit
AFFIDAVIT

STATE OF LOUISIANA
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: RANDY SKINNER, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized MANAGER of GO GRAPHICS, LLC (Entity), the party who is contracting with Jefferson Parish on a non-bid basis (the Matter) with the Parish of Jefferson.

(Choose ONE of the following, Choice A or B):

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

Choice B: Affiant Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have received no solicitations such as those described in Choice A.

Finally, Affiant stated that if any additional solicitations are made after the affidavit is executed, but prior to the time the Jefferson Parish Council acts on the Matter, an updated affidavit will be submitted by Affiant.

Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME:

ON THE 14th DAY OF FEBRUARY, 2013.

Stephen J. Neizer
Notary Public

STEPHEN J. DWYER
BAR NO. 5130

Updated: 12.11.12 v3
Code of Ord., Jeff. Parish LA § 2-923
1 of 1

Solicitation Affidavit

Solicitation from: John Young, Jefferson Parish

Approximate Date: Wednesday, July 18, 2012

**Solicited Party: Ramsey F. Skipper, President of
Leader Construction, Inc.**

Attachment C

First Amendment to Services Agreement By and Between the Parish of Jefferson and Go-Graphics, LLC



**FIRST AMENDMENT TO SERVICES AGREEMENT
BY AND BETWEEN
THE PARISH OF JEFFERSON
AND
GO-GRAPHICS, LLC**

This First Amendment (the "First Amendment") to the Services Agreement is made as of the 29th day of March, 2016, by and between the Parish of Jefferson, Louisiana, (hereafter, "Parish"), represented herein by Cynthia Lee-Sheng, Chairwoman of the Jefferson Parish Council, duly authorized to act pursuant to Resolution No. 120515 adopted on the 17th day of February 2016; and the Go-Graphics, LLC, (hereafter, "Firm"), represented herein by Ramsey Skipper, its Manager.

WITNESSETH

WHEREAS, pursuant to Resolution No. 121289 adopted on July 24, 2013, the Parish and Firm entered into a Services Agreement (the "Services Agreement") dated the 10th day of September, 2013, to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267; and

WHEREAS, Firm is required to supply and maintain a minimum of two hundred and fifty-five (255) benches during the life of the Services Agreement; and

WHEREAS, Firm shall re-furbish all benches within unincorporated Jefferson Parish which need improvements and repairs;

WHEREAS, in the event the location of any bench installation or refurbishment interferes with existing or proposed public utilities or with the construction or reconstruction of adjacent roadways or other public facilities such that the bench must be removed or relocated, Firm shall be responsible for such removal or relocation; and

WHEREAS, Parish and Firm wish to amend the Services Agreement to extend the term for three (3) years with an option to renew for an additional two (2) years; and

NOW, THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree to amend the Services Agreement as follows:

SECTION 1. Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein as if stated fully in their entirety herein.

SECTION 2. The following language shall be added to Section II - Scope of Services, Article 1.2 - Minimum Requirements:

"Firm shall re-furbish all benches within unincorporated Jefferson Parish which are in need of significant improvements and repairs."

SECTION 3. The following language shall be added to Section II, Scope of Services, Article 1.2 Minimum Requirements:

"In the event the location of any bench installation or refurbishment interferes with existing or proposed public utilities or with the construction or reconstruction of adjacent roadways or other public facilities such that the bench must be removed or relocated, Firm shall be responsible for such removal or relocation, entirely at its own expense, within thirty (30) days of receipt of written notice from Parish. Failure to timely respond shall be treated as a material breach of the Services Agreement."

SECTION 4. Notwithstanding anything to the contrary contained in the Services Agreement, the "Term of the Contract" defined in Section III of the Services Agreement shall be extended three (3) years with an option to renew for an additional two (2) years.

SECTION 5. Miscellaneous: Except where specifically modified herein, the remainder of the Services Agreement is intact, valid, and fully enforceable. The Services Agreement as amended by the First Amendment represents the full agreement by the parties thereto and supersedes any written or oral representations concerning the subject matter therein, except in written form signed by both parties. For conflicts between the

Services Agreement and the First Amendment, the First Amendment shall control. This First Amendment shall be executed in four (4) originals and may be executed as counterparts, with each signature when combined shall constitute a fully executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Services Agreement to be executed by their respective duly authorized corporate officers effective as of the day and year first above written.

WITNESSES:

PARISH OF JEFFERSON

Aushini Parker

BY: *Cynthia Lee Sheng*
Cynthia Lee-Sheng, Chairwoman
Jefferson Parish Council

Ann H. Guerry

WITNESSES:

GO-GRAPHICS, LLC

Aushini Parker

BY: *Ramsey Skipper*
Ramsey Skipper, Manager

Ann H. Guerry

Request for Proposal

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: RAMSEY F.

SKIPPER, JR., (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized MANAGING MEMBER of GO GRAPHICS, LLC (Entity), the party who submitted a proposal in response to RFP Number 267, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Affiant further said:

Debt Disclosures

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

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

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

Affiant further said:

Solicitation of Campaign Contribution Disclosures

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

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

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

Affiant further said:

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

RAMSEY F. SKIPPER, JR.

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 16 DAY OF FEBRUARY, 2016.



Notary Public

Printed Name of Notary
MENDALL BATHURN
Notary Public - ID# 17788
Commission is issued for Life

Notary/Bar Roll Number

My commission expires _____.

Leader Construction

(2 year period immediately preceding the date of this affidavit)

Ben Zahn Campaign Fund

12/9/2015		1,000.00
	Total Ben Zahn Campaign Fund	<u>1,000.00</u>

Jennifer VanVrancken Campaign Fund

12/7/2015		500.00
	Total Jennifer VanVrancken Campaign Fund	<u>500.00</u>

Affiliated Companies Through Common Ownership

(2 year period immediately preceding the date of this affidavit)

Go Graphics, LLC

Ben Zahn Campaign Fund

04/28/2015		500.00
	Total Ben Zahn Campaign Fund	<u>500.00</u>

Chris Roberts Campaign Fund

03/13/2014		2,000.00
09/04/2015		2,000.00
	Total Chris Roberts Campaign Fund	<u>4,000.00</u>

Paul Johnston Campaign Fund

05/21/2015		1,000.00
12/22/2015		1,000.00
	Total Paul Johnston Campaign Fund	<u>2,000.00</u>

Elton Lagasse Campaign Fund

05/01/2015		1,000.00
	Total Elton Lagasse Campaign Fund	<u>1,000.00</u>

Jennifer VanVrancken

07/27/2015		500.00
08/14/2015		1,000.00
	Total Jennifer VanVrancken	<u>1,500.00</u>

Louis Conjemi Campaign Fund

10/14/2015		1,000.00
	Total Louis Conjemi Campaign Fund	<u>1,000.00</u>

Mark Spears Campaign Fund

05/26/2015		1,000.00
	Total Mark Spears Campaign Fund	<u>1,000.00</u>

Mike Yenni Campaign Fund

06/13/2014	1,000.00
07/09/2015	2,000.00
12/21/2015	1,000.00
Total Mike Yenni Campaign Fund	<u>4,000.00</u>

Go Graphics of Shreveport, LLC

Mark Spears Campaign Fund

01/28/2016	1,000.00
Total Mark Spears Campaign Fund	<u>1,000.00</u>

Heart Home Improvements

Chris Roberts Campaign Fund

03/14/2014	1,000.00
Total Chris Roberts Campaign Fund	<u>1,000.00</u>

Jennifer VanVrancken Campaign Fund

08/31/2015	1,000.00
Total Jennifer VanVrancken Campaign Fund	<u>1,000.00</u>

Mike Yenni Campaign Fund

06/20/2014	1,000.00
Total Mike Yenni Campaign Fund	<u>1,000.00</u>

Paul Johnston Campaign Fund

09/26/2015	1,000.00
Total Paul Johnston Campaign Fund	<u>1,000.00</u>

Elton Lagasse Campaign Fund

08/06/2015	1,000.00
10/14/2015	1,000.00
Total Elton Lagasse Campaign Fund	<u>2,000.00</u>

Ramsey Skipper - Personal

John Young Campaign Fund

04/16/2015	2,000.00
Total John Young Campaign Fund	<u>2,000.00</u>

Chris Roberts Campaign Fund

10/15/2015	250.00
Total Chris Roberts Campaign Fund	<u>250.00</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stiel Insurance Services of New Orleans, Inc. 433 Metairie Road Suite #520 Metairie, LA 70005 Louis Martello, Jr.	CONTACT NAME: Louis Martello, Jr. PHONE (A/C, No. Ext): 504-832-5733 FAX (A/C, No.): 504-831-3604 E-MAIL ADDRESS: receptionist@stielinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Go-Graphics, LLC Go Graphics of New Orleans LLC Go Graphics of Shreveport LLC 516 Clearview Pkwy. Metairie, LA 70001	INSURER A: LUBA Workers' Comp NAIC # 12472	
	INSURER B: Atain Specialty Insurance Co. 17159	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CIP260258	06/26/2015	06/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13797116	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lisa Skipper and Ramsey Skipper are excluded from workers compensation coverage

CERTIFICATE HOLDER JEFFPATR The Parish of Jefferson Jefferson Parish Council 200 Derbigny Street 6th Floor Gretna, LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

NOTEPAD:

HOLDER CODE JEFPATR
INSURED'S NAME Go-Graphics, LLC

GOGRA-1
OP ID: DJ

PAGE 2
Date 12/21/2015

The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council
Jefferson Parish Council
200 Derbigny Street, 6th Floor
Gretna, LA 70053
RESOLUTION NO. 126515



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER DAN BURGHARDT INSURANCE AGENCY 3008 DAVID DR METAIRIE LA 70003 INSURED GO GRAPHICS, LLC 516 Clearview Pkwy Metairie LA 70001	CONTACT NAME: DANNY LASSITTER PHONE (AC, No, Ext): (504) 455-7283 FAX (AC, No): (504) 454-3388 E-MAIL ADDRESS: dlassitter@danburghardt.com PRODUCER CUSTOMER ID #: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Progressive</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Progressive		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Progressive															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INBR LTR	TYPE OF INSURANCE	ACOL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			88212405-3	09/06/2015	09/06/2016	COMB'D SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	UNINSURED/UNDERINSURED NO			88212405-3	09/06/2015	09/06/2016	COMB'D SINGLE LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Resolution # 126515

CERTIFICATE HOLDER () - () - bfrancois@jeffparish.net The Parish of Jefferson Jefferson Parish Council 200 Derbigny, Ste4400 Gretna LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



JEFFERSON PARISH

Office of the Parish Attorney

Michael S. Yenni
Parish President


Michael J. Power
Parish Attorney
Jeremy D. Dwyer
Deputy Parish Attorney

CERTIFICATION


In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. However, compliance with Jefferson Parish Code of Ordinances § 2-895.1, 2-925.2 and 2-933.5 cannot be determined due to the lack of an enforcement procedure in the ordinances. This Office has not reviewed any technical specifications of any contract and this certification applies only to the legal terms of the contract. This certification is made in reliance upon the certification of the requesting Department's Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: Ratifying the First Amendment to the Services Agreement between the Parish of Jefferson and Go-Graphics, LLC to extend the agreement for an additional three (3) years with an option to renew for two (2) years; and to provide for related matters.

Parish Council Approval: Resolution No. 126515 adopted on 17th of February 2016.


Michael J. Power
Parish Attorney, Jefferson Parish

Sworn to and subscribed before me,
Notary Public on the 8th day of
March, 2016.


Signature
Emily French
Printed Name
35132
Notary or Bar Roll Number

On motion of Mr. Zahn, seconded Ms. Lee-Sheng, the following resolution was offered as amended:

RESOLUTION NO. 126515

A resolution ratifying the First Amendment to the Services Agreement between the Parish of Jefferson and Go-Graphics, LLC to extend the agreement for an additional three (3) years with an option to renew for two (2) years; and to provide for related matters. (Parishwide)

WHEREAS, pursuant to Resolution No. 121289 adopted on July 24, 2013, the Parish of Jefferson and Go-Graphics, LLC entered into a Services Agreement dated the 10th day of September, 2013, to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267; and

WHEREAS, Go-Graphics, LLC shall re-furbish all benches within unincorporated Jefferson Parish which need improvements and repairs;

WHEREAS, in the event the location of any bench installation or refurbishment interferes with existing or proposed public utilities or with the construction or reconstruction of adjacent roadways or other public facilities such that the bench must be removed or relocated, Go-Graphics, LLC shall be responsible for such removal or relocation; and

WHEREAS, the Parish of Jefferson and Go-Graphics, LLC wish to amend the Services Agreement to extend the term for an additional three (3) years with an option to renew for two (2) years.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the First Amendment to the Services Agreement between the Parish of Jefferson and Go-Graphics, LLC to extend the agreement for an additional three (3) years with an option to renew for two (2) years; and to provide for related matters, is hereby ratified.

SECTION 2. That the revenues generated by this Agreement be placed into Account No. 21670-0000-5368.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 17th day of February, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

Attachment D

RFP No. 0267



REQUEST FOR PROPOSAL
TO PROVIDE TRANSIT BUS STOP ADVERTISING SEATING BENCHES FOR THE
DEPARTMENT OF TRANSIT ADMINISTRATION



RFP No.: 0267

Proposal Receipt Date: FRIDAY, SEPTEMBER 21, 2012

Proposal Receipt Time: 4:30 pm

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

(504)364-2678

Revision Date: 5.2.2012

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**REQUEST FOR PROPOSAL
FOR**

**TRANSIT BUS STOP ADVERTISING SEATING BENCHES FOR THE DEPARTMENT
OF TRANSIT ADMINISTRATION**

1.1 Background

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP's) from firms interested in providing sole and exclusive bus stop advertising seating benches for the Department of Transit Administration (DOTA).

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 24216 from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof.

1.1.2 Goals and Objectives

The Department of Transit Administration is seeking a competent contractor who can provide the seating requirement and obtain the advertisements needed to fulfill the requirements of the RFP.

Warranties: The vendor shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number, and submit any manufacturer's warranty or registration forms. If the manufacturer's warranty is longer than one year; such warranty shall be provided to the owner.

The vendor shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project. For any failures within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 23-hour period without charge, including parts and labor.

References: The following are standards, tests, and recommended methods that applies to this work.

Published standards, tests or recommended methods that apply to the work where sited below:

- a) National Electrical Code (NEC)
- b) National Electrical Manufacturer's Association (NEMA)
- c) American National Safety Institute (ANSI)
- d) Underwriter's Laboratory (UL)
- e) Electronics Industries Association (EIA)

- f) Occupational Safety and Health Administration (OSHA)
- g) Society of Motion Picture and Television Engineers (SMPTE)
- h) Society of Cable Telecommunications Engineers (SCTE)
- i) Building Industry Consulting Service International (BICSI)
- j) Audio System Design and Installation (ASDI)

Vendor Qualifications: Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

- a) Contractor must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with proposal. Classification shall be Building Construction.
- b) Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract.
- c) Maintain a fully staffed and equipped service facility.

Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last two years.

1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	08/16/2012	
2. Pre-Proposal Conference	09/04/2012	10:30 am
3. Deadline to receive written inquiries	09/10/2012	4:30 pm →
4. Deadline to answer written inquiries		
5. Proposal Receipt Date and Time	09/21/2012	4:30 pm
6. 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.

- 7. Council Selection via resolution To be scheduled
- 8. Contract Ratification via resolution To be scheduled

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

1.3 Proposal Submittal

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

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: TRANSIT BUS STOP ADVERTISING SEATING BENCHES
Proposal No. 267
- Proposal Receipt Date and Time: FRIDAY, SEPTEMBER 21, 2012 AT 4:30 PM

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

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

PROPOSALS SHALL NOT BE OPENED PUBLICLY. PRICES SHALL NOT BE READ. Pricing schedules shall be submitted in separate, sealed envelopes and shall remain sealed until the RFP Evaluation Committee meeting.

1.4 Proposal Response Format

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

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory

evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

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

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, including but not limited to financial status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work (Part II) and Proposer Qualifications.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, shall be submitted in a separate sealed envelope with proposal submission in accordance with section 1.3 above. This financial proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. *The financial proposal will not be included in the evaluation criteria.*

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal, including mandatory affidavits (signed and notarized) in original format. In addition, proposer must submit a copy on CD-R/CD-RW media or flash drive as long as data on the disc and/or flash drive is formatted in the Microsoft

Office Word program. PDF files are also acceptable. Cost proposals should not be included in the electronic submission.

If the RFP solicitation requests cost proposals, then they must be submitted in a separate sealed envelope, which contains one (1) original and six (6) additional copies. The envelope will remain sealed until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

1.4.2 Legibility/Clarity

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

1.5 Proposal Clarifications Prior to Submittal

1.5.1 Pre-proposal Conference

A pre-proposal conference will be held at 10:30 am on September 4, 2012, at the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto. Any firm intending to submit a proposal is encouraged to attend 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 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.

1.5.2 Written Inquiries

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

1.5.3 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative

thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

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

Further, as that additional questions or requests for clarification may arise from the Parish's addendum responses to the inquiries received during the initial inquiry period. A final 3-day inquiry period may be granted. Questions relative to the addendum shall be submitted by 4:30pm close of business no later than three full working 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 in writing by the proposer, shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline shall be considered by the Parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
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1.6 Required Signed and Notarized Affidavits

In accordance with section 2-895 the following signed and notarized affidavits are required in their original format:

- 1) Non-Collusion Affidavit**
- 2) Campaign Contributions Affidavit**
- 3) Sub-Contractors Affidavit**
- 4) E-Verify Affidavit**

- A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis 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 firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such additional substitution.

1.7 Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee in the form of a bond (from a surety licensed to conduct business in the State of Louisiana), or a certified or cashier's check or money order made payable to Jefferson Parish in the amount of (\$1,000) one thousand dollars. Proposal guarantee may be forfeited for failure on the part of the selected proposer to execute the proposed agreement within twelve (12) days after such proposed agreement is submitted to proposer in conformity with the terms, conditions, and specifications of this RFP. Proposal guarantee, not otherwise forfeited herein under shall be returned to proposer(s) upon the award of a contract.

1.8 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of Ten Thousand dollars (\$10,000.00) to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, proposers shall submit changes or addenda in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or addenda shall be delivered prior to the RFP proposal receipt date and submitted in a sealed envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

1.10 Cost of Offer Preparation

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

1.11 Non-negotiable Contract Terms

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. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish website.

1.12 Taxes

Any applicable taxes shall be assumed to be included within the proposer's pricing schedule.

1.13 Proposal Validity

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

1.14 Prime Contractor Responsibilities

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

1.15 Sub-Contractor Responsibilities

If the proposer intends to subcontract for portions of the work, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed by the subcontractor. The minimum requirements and information requested of the proposer under the terms of this RFP shall also be required for each subcontractor and shall be included in the proposal.

Unless specifically permitted in the contract with the Parish of Jefferson, the prime contractor(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.16 Written or Oral Discussions/Presentations

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

1.17 Acceptance of Proposal Content

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

1.18 Contract Negotiations

The administration shall negotiate the details of service delivery, the terms of the contract, and the contract price with the proposer(s) selected by the Jefferson Parish Council and submit the contract, in final form, to the Jefferson Parish Council for ratification. If price proposals were requested in the RFP, the Administration shall use the price proposal submitted by the proposer selected by the Council as the starting point for price negotiations with the proposer, and shall offer the contract to the Council for ratification with the negotiated price proposal that is most advantageous to the Parish. In the event a contract cannot be successfully negotiated, the evaluation committee shall seek authorization from the Jefferson Parish Council to negotiate a contract with another proposer under that RFP.

1.19 Cancellation of RFP or Rejection of Proposals

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

1.20 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposer submissions 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. 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.

The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Legal Department (Parish Attorney's Office) and Finance. The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also if deemed necessary by the Parish President or the Jefferson Parish Council, any other persons employed by Jefferson Parish may be appointed as members of the Evaluation Committee. The Evaluation Committee shall prepare and forward to the Jefferson Parish Council a memorandum identifying the qualified firms and explaining their rationale. 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 offers. 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 based on the overall process of selecting a proposer.

1.21 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 113646 and Attachment "A". A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

1.22 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 113646. A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

1.23 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless 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 Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Proposer under this RFP.

Further, 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 this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.24 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.25 Payment for Services

The Contractor shall address and send the invoice to the **Department of Transit of Administration** pursuant to the payment terms negotiated in the agreement. Payments will be made by the **Department of Transit Administration** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Department of Transit Administration**. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. **Being that this is a revenue producing agreement; any services that have been performed which requires the Parish to pay a fee under this agreement; which have not been authorized in writing by the Director of the Department of Transit Administration and ratified by the Parish Council are not reimbursable under this agreement.**

Payments under this agreement shall be received by the Parish no later than fifteen (15) days after the close of the Firm's billing cycle. The Firm when submitting payment to the Parish shall attach an itemized listing of benches and their locations and the fee paid for each. There should also be stated on the check the period for which this payment represents. The firm shall also certify to the Parish that statement and payments are true and correct.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

1.26 Termination

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

- A. By mutual agreement and consent of the parties hereto.
- B. By the PARISH as a consequence of the failure of successful 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 successful proposer(s) provided the PARISH will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.
- D. By the PARISH for cause by issuing successful proposer(s) thirty (30) days written notice. Notwithstanding the foregoing, the Jefferson Parish Council may by resolution terminate this Agreement in the event false or misleading information is given to the Parish: (i) in the required professional services questionnaire; (ii) in the affidavit identifying all subcontractors and persons, excluding full time employees of the firm, who would assist in providing professional services for the project; or (iii) in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the firm, have been added without prior council approval by resolution. Any and all parties found to be in violation of the provisions of this Paragraph, or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or firm party to this Agreement to provide services hereunder and any and all subcontractors improperly added thereto shall be disqualified from contracting with the Parish to provide any services for a period of one (1) year after such violation is discovered, and FIRM agrees to pay PARISH liquidated damages in the amount of five thousand and 00/100 dollars (\$5,000.00) for each such violation.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish 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.

The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.27 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the PARISH, in Parish's sole discretion.

1.28 No Guarantee of Quantities

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

The quantities of items or extent of scope of work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.

1.29 Audit of Records

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful 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. Successful 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 successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.30 EEOC and ADA Compliance

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

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

1.31 Record Retention

The Contractor shall maintain all records in relation to this proposed agreement at its location for a period of at least three (3) years.

1.32 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 Contractor upon request at expiration or earlier termination of this agreement.

1.33 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; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal; 4) Resolution No. 113646 and any amendments hereto.

1.34 Contract Changes

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

1.35 Substitution of Personnel

In conformity with Section 1.7, substitution of personnel shall be ratified by the Parish Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.36 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the 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, epidemic or court order; provided the 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 considered cause or grounds for early termination of this agreement.

1.37 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. 113646.

1.38 Claims or Controversies

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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

We extend this proposal to enter into a contract to provide and maintain bus stop seating benches and bench advertising having a length reasonably determined by the available right of way, but in no event less than three (30 feet six (6) inches in length or greater than fifteen (15) feet in length, a depth that does not exceed the available right of way and a height that does not exceed the height of bus benches available in the bus bench industry and integrated bus bench advertising, illuminated or not illuminated at FIRMS'S discretion along the public transportation fixed routes on the Eastbank and Westbank within unincorporated Jefferson parish for a period of three (3) years.

All bus benches and placement of benches must meet the latest ADA Accessibility Guidelines (ADAAG):

- Clear floor or ground space for wheelchairs (complying with ADAAG Section 4.2.4);

4.2.4* Clear Floor or Ground Space for Wheelchairs.

4.2.4.1 Size and Approach. The minimum clear floor or ground space required to accommodate a single, stationary wheelchair and occupant is 30 in by 48 in (760 mm by 1220 mm) (see Fig. 4(a)). The minimum clear floor or ground space for wheelchairs may be positioned for forward or parallel approach to an object (see Fig. 4(b) and (c)). Clear floor or ground space for wheelchairs may be part of the knee space required under some objects.

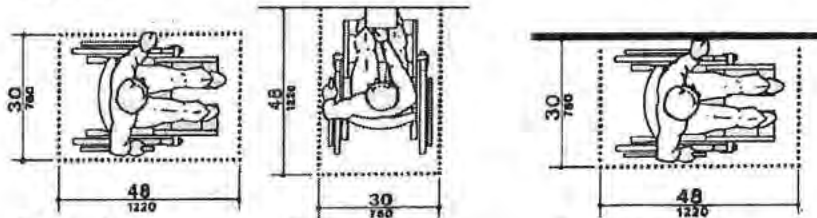


Figure 4a
Clear Floor Space

Figure 4b
Forward Approach

Figure 4c
Parallel Approach

4.2.4.2 Relationship of Maneuvering Clearance to Wheelchair Spaces.

One full unobstructed side of the clear floor or ground space for a wheelchair shall adjoin or overlap an accessible route or adjoin another wheelchair clear floor space. If a clear floor space is located in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearances shall be provided as shown in Fig. 4(d) and (e).

Figure 4d
Clear Floor Space in Alcoves

For a front approach, where the depth of the alcove is equal to or less than 24 inches (610 mm), the required clear floor space is 30 inches by 48 inches (760 mm by 1220 mm).

For a side approach, where the depth of the alcove is equal to or less than 15 inches (380 mm), the required clear floor space is 30 inches by 48 inches (760 mm by 1220 mm).

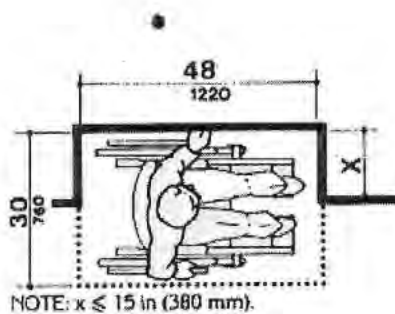
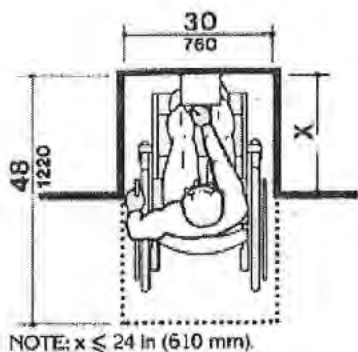
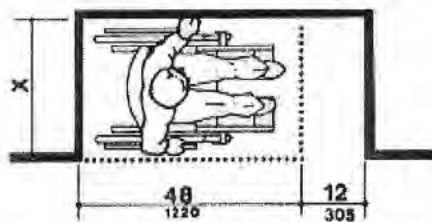
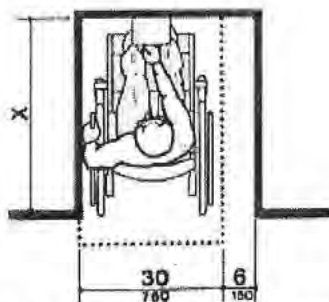


Figure 4e
Additional Maneuvering Clearance for Alcoves

For a front approach, if the depth of the alcove is greater than 24 inches (610 mm), then in addition to the 30 inch (760 mm) width, a maneuvering clearance of 6 inches (150 mm) in width is required.

For a side approach, where the depth of the alcove is greater than 15 inches (380 mm), then in addition to the 48 inch (1220 mm) length, an additional maneuvering clearance of 12 inches in length (305 mm) is required.



- Seat dimensions: 20 inches (510 millimeters) minimum to 24 inches (610 millimeters) maximum in depth and 42 inches (1,065 millimeters) minimum in length;
- Seat height: 17 inches (430 millimeters) minimum to 19 inches (485 millimeters) maximum above the floor or ground;
- Back support: 42 inches (1,065 mm) minimum in length and that extends from a point 2 inches (51 mm) maximum above the seat to a point 18 inches (455 mm) minimum above the seat;
- Structure supporting vertical or horizontal forces of 250 pounds. (1,112 Newtons) applied at any point on the seat, fastener, mounting device, or supporting structure; and
- Exposed benches: slip resistant and designed to shed water.

The successful proposer shall supply and maintain a maximum of two hundred and fifty (250) benches during the life of this contract. The successful proposer will also negotiate the number of new benches needed per year to reach the maximum of 250 per life of the contract. FIRM shall not place advertisement for adult establishments (as defined by Jefferson Parish Code of Ordinances Section 40-3).

Each bus bench shall be provided with a unique number from within a numbering system mutually agreed upon by the FIRM and the PARISH. Prior to a bus bench being placed at a location, Firm shall notify the Parish. A representative of the PARISH shall meet the FIRM at the location at which the bus bench is placed and verify the inventory number. The same procedure shall apply for the moving and/or removal of benches whether permanent or temporary.

The FIRM shall place bus benches only on active Jefferson Transit routes and at active bus stops. Should the PARISH eliminate a route or bus stop, PARISH will inform FIRM and FIRM must remove the bus bench(s) within ninety (90) days.

The PARISH shall have the right to conduct field audits of bus benches to ensure the inventory records are current and correct and, if necessary, to have the FIRM make its records in compliance with the field audit.

The proposer must be licensed as required by law and must possess all current Jefferson Parish and State Licenses. **A copy must be submitted with proposal.**

- Director shall review and approve all advertisement before being placed on the benches. All advertisement which may be exhibited in or upon contract benches shall be of reputable character. Firm shall not place advertisements of adult

establishments (as defined by Jefferson Parish Code of Ordinances Section 40-3), alcohol or tobacco.

- FIRM shall keep full, complete and true active records under this agreement and said records shall be made available for inspection or audit by Jefferson Parish at any reasonable time throughout the period of this agreement.
- FIRM shall be solely responsible for the advertising material and the content of such advertising exhibited under this agreement and further agrees to hold Jefferson Parish free and harmless from all blame for any and all claims and causes of action by any other party for and on account of the content of the advertising copy, posters, and signs exhibited and carried on said buses of Jefferson Parish under the terms of this agreement.

FIRM:

- Shall have the duty to procure signed and approved contracts for bench advertisers.
- Shall present advertising materials to the TRANSIT DIRECTOR for review prior to installation. Jefferson Parish retains the right to review all advertisements prior to installation.
- Agrees to install all advertising material in connection with this agreement.

It is expressly agreed that in the event that the advertising entity defaults in making any of the payments provided for herein, and such default shall continue for a period of thirty (30) days after written demand for payment has been made upon advertising entity, Jefferson Parish, at its option, may elect to terminate this agreement and remove all advertising benches and all other materials from its bus stops. Any such termination hereof will be effective immediately upon giving written notice thereof. All rights of Jefferson Parish under this agreement shall be retained and preserved in the event of any such termination under the terms hereof. Such termination shall not result in a forfeiture or waiver of any such rights.

2.2 Period of Agreement

The term of any contract shall be for three (3) years commencing on (or about) September 2, 2012, or date of execution and shall expire on September 2, 2015 or on date immediately preceding the third anniversary thereof.



2.3 Price Schedule

Price proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The price proposals shall not be included in the evaluation criteria. **The pricing proposal shall be based on a maximum of 250 seating benches per year.**

Pricing should be submitted on the Pricing Schedule furnished in Attachment Appendix "A". All prices proposed shall be firm and inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

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

2.5 Location

The location where service is to be performed is **various unsheltered bus stops within unincorporated Jefferson Parish.**

2.6 Proposal Elements

2.6.1 Technical

Each proposer shall address how the firm will achieve meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

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.

Proposer shall likewise include any information including to Innovative Concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

2.6.2 Qualifications and Experience

Detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquires and complaints.

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

References from at least three firms (governmental and/or private) for whom equal or larger scope services are either currently being provided or in recent past not to exceed two (2) years. Contact person(s), addresses and telephone numbers for each reference provided shall be included.

Include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements will be assigned a lower score

APPENDIX "A"

PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$ _____

Multiplied by

Number of benches with advertisement = 250

Equals

Monthly Guaranteed Rental Payment \$ _____

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Jefferson Parish: _____%

Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceed guarantees.

All payments proposed above shall be firm.

PART III EVALUATION

3.1 Evaluation Criteria

Note: The evaluation scheme shall define the minimum acceptable performance levels, measured as a percentage of the cumulative possible score. This minimum score shall define the threshold to be deemed responsive to the RFP. The evaluation criteria should be specifically tailored and defined to meet the specific needs of the RFP. Each criterion shall be weighted appropriately according to the importance for final score results.

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 an offerer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the offerer proposes to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

1) TECHNICAL PROPOSAL (Maximum of 30 Points)

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

- A. Scope of Services (10) _____
- B. Product Quality (10) _____
- C. Project Schedule (5) _____
- D. Responsiveness to RFP (5) _____

2) QUALIFICATIONS AND EXPERIENCE (Maximum of 70 Points)

- A. Specific Experience – similar or larger scope of services currently being provided (20) _____
- B. Personnel- experience of management staff, experience in similar projects, etc. (20) _____
- C. Audiovisual Services Capabilities – amount of available full-time, part-time or temporary employees, etc. (10) _____
- D. Financial Profile of Company (20) _____

TOTAL (Technical & Qualifications and Experience) Maximum of (100) Points _____

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

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

4.2 Performance Measurement/Evaluation

Performance Measurement/Evaluation will be determined at the completion of the tasks.

PART V. FEDERAL TRANSIT ADMINISTRATION MANDATORY PROVISIONS

5.1 Introduction and Terminology

Contractor agrees to acknowledge that Jefferson Parish as a grant agreement with the FTA, and Contractor agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Proposer would assume under this contract. The contractor assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (**FTA**) **Master Agreement**, a copy of which is included within this Request for Proposal (Appendix J). This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; title 23, United States Code (highways); the intermodal Surface Transportation efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Contractor to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Contractor using federal funds shall be made in compliance with FTA third party contracting requirements (Circular 4220.1E) (Appendix K). Any contractor shall supply and/or execute such documents as the Parish may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained in (Appendix I) which are applicable. Failure to do so may result in the Parish's refusal to consider the proposal.

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

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. 113646.

WORKER'S COMPENSATION INSURANCE

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

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

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

DEDUCTIBLES

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

UMBRELLA LIABILITY COVERAGE

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

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

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

BUILDER'S RISK INSURANCE — Not Applicable for this project

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

APPENDIX "B"
Request for Proposals
RFP 0267
TO PROVIDE TRANSIT BUS STOP ADVERTISING SEATING BENCHES FOR THE
DEPARTMENT OF TRANSIT ADMINISTRATION

Signature Page

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing sole and exclusive bus stop advertising seating benches for the Department of Transit Administration (DOTA).

Request for Proposals will be received until 4:30 p.m. Local Time on: September 21, 2012

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

Name of Proposer: _____

Address: _____

Phone Number: _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Date: _____

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

APPENDIX "C"

**Subcontractor
AFFIDAVIT**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared, _____,
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized
_____ of _____ (Entity), the party who submitted a
proposal to Jefferson Parish for RFP No. _____ or an SOQ to
_____ (describe the project). (Choose one of the following):

_____ Affiant further said that Entity will use no subcontractors to assist in providing
professional services for the aforementioned SOQ/RFP.

_____ 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
SOQ/RFP.

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 20____.

NOTARY PUBLIC

[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

_____ Check here if no additions or substitutions of subcontractors have been made under this
contract or contract amendment.

Signature

Date

Any change of subcontractors, excluding full time employees, who assist in providing services
for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012
Code of Ord., Jeff. Parish, LA § 2-923

APPENDIX "D"

**Campaign Contribution
AFFIDAVIT**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____ (the Matter), to the Parish of Jefferson.

(Choose one of the following):

_____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the 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.

_____ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the 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.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Updated: 2.20.12
Code of Ord., Jeff. Parish LA § 2-923-923.1
1 of 3

APPENDIX "D"

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis 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 firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
 - (1) An affidavit attesting:
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
 - (2) An affidavit attesting to:
 - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
 - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
 - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

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APPENDIX "D"

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

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APPENDIX "E"

Non-Collusion
AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
_____, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized _____ of _____
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____,
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 20____.

NOTARY PUBLIC

APPENDIX "F"

Employment Status Verification
AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized _____ of _____

(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____,

to Jefferson Parish. (Choose one of the following):

_____ 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 statements (1) and (2).

_____ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 20____.

NOTARY PUBLIC

APPENDIX "G"

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

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

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

APPENDIX "H"
REQUEST FOR PROPOSAL
RFP 0267

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms that are interested in providing sole and exclusive bus stop advertising seating benches for the Department of Transit Administration (DOTA).

The purpose of this (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 24115 from bona fide, qualified proposers who are interested in providing the Scope of Work as defined in Part II hereof.

1) TECHNICAL PROPOSAL (Maximum of 30 Points)

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

- A. Scope of Services (10) _____
- B. Product Quality (10) _____
- C. Project Schedule (5) _____
- D. Responsiveness to RFP (5) _____

2) QUALIFICATIONS AND EXPERIENCE (Maximum of 70 Points)

- A. Specific Experience – similar or larger scope of services currently being provided (20) _____
- B. Personnel- experience of management staff, experience in similar projects, etc. (20) _____
- C. Audiovisual Services Capabilities – amount of available full-time, part-time or temporary employees, etc. (10) _____
- D. Financial Profile of Company (20) _____

TOTAL (Technical & Qualifications and Experience) Maximum of (100) Points

Financial Proposals shall be submitted in a separate sealed envelope and shall not be opened until the Technical Evaluation is complete.

PRE-PROPOSAL CONFERENCE: Tuesday, September 4, 2012 at 10:30 A.M., General Government Building, 200 Derbigny St., Ste. 4400, Gretna, LA 70053.

**REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:
JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE 4400
GRETNA, LA 70053**

UNTIL 4:30 P.M. LOCAL TIME ON Friday, September 21, 2012

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, pursuant to the law.

Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Brenda J. Campos
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. Times Picayune
August 16, 23, and 30, 2012**

APPENDIX "K"

- b. Limited Use of Federal Supply Schedules. Federal laws authorize State and Local Governments (including institutions of higher education) to use Federal Supply Schedules to acquire information technology (IT) and to purchase products and services to facilitate recovery from a major disaster. In both circumstances, GSA defines the term "State and Local Government" broadly to include many FTA governmental recipients and others as follows:

The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

GSA has determined that the term "State and Local Government" does not include "contractors, or grantees, of State or local governments." Nevertheless, under the GSA Cooperative Purchasing Program, State and local governmental entities (including institutions of higher education) receiving Federal assistance, either as an FTA recipient or subrecipient, are eligible users by virtue of conforming to the definition of State or local government entities; the source of funding for these entities is irrelevant.

- (1) Information Technology. Section 211 of the E-Government Act of 2002, 40 U.S.C. Section 502(c), authorizes "State and local governments," within limits established by law, to acquire IT of various types through GSA's Cooperative Purchasing Program, Federal Supply Schedule 70. More information about cooperative purchasing is available at GSA's Web site:

<http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelPage=%252Fep%252Fchannel%252FgsaOverview.jsp&channelId=-13528>

- (2) Major Disaster or Emergency Recovery. Since February 1, 2007, Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007, Public Law 109-364, amended 40 U.S.C. Section 502(d), to authorize State and local government entities to use any GSA Federal Supply Schedule to acquire property and services in advance of a major disaster declared by the President of the United States, as well as in the aftermath of an emergency event. The State or local government is then responsible for ensuring that the property or services acquired will be used for recovery. More information about major disaster and emergency recovery acquisition is available at GSA's Web site:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=22410&contentType=GSA_OVERVIEW

- c. All FTA and Federal Requirements Apply. When using GSA schedules to acquire property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including FTA's Buy America requirements) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA

APPENDIX "K"

requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain an FTA Buy America certification before entering into the purchase order. If the property to be purchased is Buy America compliant under FTA regulations, the recipient may proceed with its acquisition. If the property is not Buy America compliant under FTA standards, the recipient will need to obtain a waiver from FTA before proceeding.

- d. Competition and Price Reasonableness. When using GSA schedules to acquire property or services, a recipient will have fulfilled the Common Grant Rules' competition requirements if it seeks offers from at least three sources. FTA expects a recipient using a price published on a GSA schedule to consider whether the GSA price is reasonable. The recipient may also seek a lower price than that published on the GSA schedules.
7. EXISTING CONTRACTS. Occasionally, a recipient may find it advantageous to use existing contract rights. As used in this circular, "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto, and does not include State or local government purchasing schedules or purchasing contracts as discussed in sections 4, 5, and 6 of this Chapter.
- a. Permissible Actions. Within the conditions set forth below, FTA permits a recipient to use existing contract rights held by another recipient:
 - (1) Exercise of Options. A recipient may use contract options held by another recipient with the following limitations:
 - (a) Consistency with the Underlying Contract. FTA expects the recipient to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - (b) Price. The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
 - (c) Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:
 - 1 Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - 2 Negotiating a Lower Option Price. Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be

APPENDIX "K"

reliably measured, such as changes in Federal prevailing labor rates, for example.

In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under FTA's third party contract standards for sole source awards.

- (2) Assignment of Contract Rights. FTA expects the recipient to limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. FTA expects the recipient to be able to justify the quantities it procures. Having written statements of its anticipated material requirements in the recipient's contract files may prove helpful.

For example, if the supplies or services were solicited, competed, and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the solicitation and also the contract award are expected to contain both a minimum and maximum quantity that represent the recipient's reasonably foreseeable needs. The establishment of State or local government purchasing schedules intended to be available for future use as discussed in section 4 of this Chapter, however, are not usually financed with FTA assistance. FTA assistance would be used to acquire property or services listed on such a contract only to the extent needed for public transportation purposes.

Nevertheless, a recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking."

- (a) Acquisition Through Assigned Contract Rights. Although FTA does not encourage the practice, a recipient may find it useful to acquire contract rights through assignment by another recipient. A recipient that obtains contractual rights through assignment may use them after first determining that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance with all Federal requirements. The recipient need not perform a second price analysis if a price analysis was performed for the original contract. However, FTA expects the recipient to determine whether the contract price or prices originally established are still fair and reasonable before using those rights. *See*, FTA's "Best Practices Procurement Manual" for further information about procurements through assignment of another's contract rights. The recipient using assigned contract rights is responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America preaward review and post delivery review certifications. For further details, please refer to FTA's Pre-Award and Post-Delivery Handbook for buses and

APPENDIX "K"

railcars, which contain copies of those certifications. The recipient seeking to use assigned contract rights will not usually be able to determine whether the assigning recipient originally procured unreasonably large quantities. Before proceeding with the assignment, however, FTA does expect the recipient seeking the assignment to review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

- (b) Alternatives to Assigned Contract Rights. Assignments limit a recipient's choices to specific property and services acquired to meet another recipient's particular needs, and may be less suited to the needs of the recipient seeking the assignment. More desirable approaches may include:

1 Joint Procurements. Recipients should consider combining or "pooling" their procurements to obtain better pricing. In general, joint procurements are often more desirable than procurements through assignment because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement may also offer the advantage of permitting the parties to acquire property and services more closely responsive to each purchaser's material requirements than would be available through assignment of existing contract rights. FTA cautions, however, that if two or more parties jointly solicit and award an IDIQ contract, total minimum and maximum quantities are expected to be stated in the solicitation and contract.

2 Intergovernmental Procurements. As discussed in sections 4, 5, and 6 of this Chapter, Federal, State, and local governmental resources may provide attractive procurement opportunities.

- b. Impermissible Actions. A recipient may not use Federal assistance to finance:

- (1) Improper Contract Expansion. A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the original recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity. The Common Grant Rules require the recipient to have procurement procedures that preclude the recipient from acquiring property or services it does not need.
- (2) Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons." A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a "tag-on" or cardinal change.

APPENDIX "K"

- (a) Identifying Cardinal Changes. Although FTA has provided additional guidance in its Best Practices Procurement Manual, FTA has not developed a finite list of acceptable contract changes. Recognizing a cardinal change to a third party contract can be difficult. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases.
- (b) Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an “out-of-scope” change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) supports FTA’s policy.
- (c) Tests. Among other things, customary marketing practices can influence the determination of which changes will be “cardinal.” Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract’s quantity, quality, costs, and delivery terms.
- (d) Rolling Stock. In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, at this time, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.
- (e) Federal Procurement Standards. The broader standards applied in Federal contracting practice reflected in Federal court decisions, Federal Boards of Contract Appeals decisions, and U.S. Comptroller General decisions provide guidance in determining whether a change would be treated as a cardinal change. FTA does not imply that these Federal procurement decisions are controlling. FTA intends to consider the collective wisdom within these decisions in determining the nature of third party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes. Other guidance can be found in FTA’s Best Practices Procurement Manual and “Frequently Asked Questions” at the FTA Web site:
http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6039.html.

FTA intends to monitor its recipients and oversight contractors to ensure that this concept is well understood and uniformly applied. This approach permits greater

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latitude but, because it requires analysis, it can sometimes require a greater knowledge of Federal contracting practices. In any event, before attempting to change the terms of its contract, the recipient should review the contract's provisions to ensure that the contract permits the change sought.

8. THE OPEN MARKET. The recipient will probably acquire most of the property and services it needs through procurements in the open market. The next two chapters of this circular will address proper procedures for conducting and administering such procurements.

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VI. CHAPTER VI

PROCEDURAL GUIDANCE FOR OPEN MARKET PROCUREMENTS

- I. **COMPETITION REQUIRED.** Except as permitted by Federal law or regulations, the Common Grant Rules require a recipient of Federal assistance to use third party procurement procedures that provide full and open competition. The Federal Transit Administration's (FTA) enabling legislation at 49 U.S.C. Section 5325(a), also requires an FTA recipient to conduct all third party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The recipient may make third party contract awards on the basis of:
 - a. **Solicitation by the Recipient.** Compliance with the solicitation procedures described in this Chapter will fulfill FTA requirements for "full and open competition."
 - b. **Unsolicited Proposals.** A recipient may also enter into a third party contract based on an unsolicited proposal, as defined in Chapter I of this circular, when authorized by applicable State or local law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, FTA expects the recipient to seek competition. To satisfy the requirement for full and open competition, FTA expects the recipient to take the following actions before entering into a contract resulting from an unsolicited proposal:
 - (1) **Receipt.** Publicize its receipt of the unsolicited proposal,
 - (2) **Adequate Description.** Publicize an adequate description of the property or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought,
 - (3) **Interest in the Property or Services.** Publicize its interest in acquiring the property or services described in the proposal,
 - (4) **Adequate Opportunity to Compete.** Provide an adequate opportunity for interested parties to comment or submit competing proposals, and
 - (5) **Contract Award Based on Proposals Received.** Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the property or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought, the recipient may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific property or services proposed.
 - c. **Prequalification.** Prequalification lists are most commonly used in procurements of property involving lengthy evaluations needed to determine whether it satisfies the

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recipient's standards. The Common Grant Rule for governmental recipients permits a recipient to prequalify people, firms, and property for procurement purposes under the following standards:

- (1) Lists. The recipient ensures that all prequalification lists it uses are current.
- (2) Sources. The recipient ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition.
- (3) Qualification Periods. The recipient permits potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). FTA, however, does not require a recipient to hold a particular solicitation open to accommodate a potential supplier that submits property for approval before or during that solicitation. Nor must a recipient expedite or shorten prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period.

Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements, as discussed further in subsections 3.e and 3.f of this Chapter, respectively.

2. SOLICITATION REQUIREMENTS AND RESTRICTIONS. The Common Grant Rules require that each solicitation provide the following information:
 - a. Description of the Property or Services. The solicitation and the contract awarded thereunder must include a clear and accurate description of the recipient's technical requirements for the property or services to be acquired in a manner that provides for full and open competition.
 - (1) What to Include. The description may include a statement of the qualitative nature of the property or services to be acquired. When practicable, the recipient should describe its requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. The Common Grant Rules for governmental recipients states that "Detailed product specifications should be avoided if at all possible." Both Common Grant Rules express a preference for performance or functional specifications, but do not prohibit the use of detailed technical specifications when appropriate.
 - (2) Quantities Limited to the Recipient's Actual Needs. FTA limits Federal assistance to the amount necessary to support the quantity of property or extent of services the recipient actually needs at the time of acquisition. The recipient may not add quantities or options to contracts solely to allow assignments at a later date. FTA will not knowingly support the additional cost of contract rights to property or services excess to the recipient's immediate needs, even though the recipient may assign its excess contract rights to others.

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- (3) Brand Name or Equal. When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. The recipient must identify the salient characteristics of the named brand that offerors must provide. When using a “brand name” specification, the recipient does not need to reverse-engineer a complicated part to identify precise measurements or specifications in order to describe its salient characteristics. FTA’s “Best Practices Procurement Manual,” (BPPM) contains additional information on preparation of specifications including examples with specific language.
- (4) Prohibitions. The Common Grant Rules prohibit solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following, all of which are identified in one or both Common Grant Rules:
- (a) Excessive Qualifications. Imposing unreasonable business requirements for bidders or offerors.
 - (b) Unnecessary Experience. Imposing unnecessary experience requirements for bidders and offerors.
 - (c) Improper Prequalification. Using prequalification procedures that conflict with the prequalification standards described in subsection 1.c of this Chapter.
 - (d) Retainer Contracts. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.
 - (e) Excessive Bonding. To encourage greater contractor participation in FTA assisted projects, FTA does not require the recipient to impose bonding requirements on its third party contractors other than construction bonding specified by the Common Grant Rules and this circular for construction. FTA discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises. Bond companies exercise their discretion and assure their profits primarily by declining to undertake excessive risks. Consequently many bidders have limited “bonding capacity.” Unnecessary performance bonding requirements reduce a prospective bidder’s or offeror’s capability to bid or offer a proposal on bonded work. Small businesses with short histories may have particular difficulty obtaining bonds as may be specified.

Nevertheless, even though bonding can be expensive, FTA recognizes that a recipient might find bid, performance, or payment bonds to be desirable. Because bonding requirements can limit contractor participation, FTA expects the recipient’s bonding requirements to be reasonable and not unduly restrictive. FTA, however, will not challenge State or local bonding

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requirements as unreasonably restrictive of competition, even though they might exceed Federal requirements. Nevertheless, if the recipient's bonding policies result in such "excessive bonding" that it would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for those procurements. Thus if the recipient's bonding policies far exceed those described in this subparagraph or are permissible under State or local law, the recipient should obtain FTA's written concurrence to ensure the availability of Federal assistance for the project.

- (f) Brand Name Only. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

- (g) In-State or Local Geographic Restrictions. Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers. Exceptions expressly mandated or encouraged by Federal law include the following:
 - 1 Architectural Engineering (A&E) Services. Geographic location may be a selection criterion if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.

 - 2 Licensing. A State may enforce its licensing requirements, provided that those State requirements do not conflict with Federal law.

 - 3 Major Disaster or Emergency Relief. Federal assistance awarded under the Stafford Act, 42 U.S.C. Section 5150, to support contracts and agreements for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities permits a preference, to the extent feasible and practicable, for organizations, firms, and individuals residing or doing business primarily in the area affected by a major disaster or emergency.

- (h) Organizational Conflicts of Interest. Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules:
 - 1 Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:
 - a Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.

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- b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
2. Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.
- (i) Restraint of Trade. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.
 - (j) Arbitrary Action. Taking any arbitrary action in the procurement process.
- b. Evaluation Factors. The solicitation must identify all factors to be used in evaluating bids or proposals.
- c. Contract Type Specified. The recipient's specifications should state the type of contract that will be awarded.
- (1) Typical Contract Types. Contract types may include, but are not limited to, the following:
 - (a) Firm Fixed Price. A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.
 - (b) Cost Reimbursement. A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.
 - (2) Prohibited or Restricted Contract Types. The Common Grant Rule for governmental recipients provides more guidance on contract type than does the Common Grant Rule for non-governmental recipients, which merely authorizes the recipient to select the type of contract it will use (for example, fixed price, cost reimbursement, purchase order, or incentive contract) if it is appropriate for the

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particular procurement and promotes the best interests of the program or project involved.

The following contract types are restricted or prohibited:

- (a) Cost Plus a Percentage of Cost—Prohibited. The Common Grant Rules expressly prohibit the use of the cost plus a percentage of cost method of contracting.
- (b) Percentage of Construction Cost—Prohibited. The Common Grant Rules expressly prohibit the use of the percentage of construction cost method of contracting.
- (c) Time and Materials—Restricted. The Common Grant Rule for governmental recipients permits the use of time and material contracts only:
 - 1 When to Use. After determining that no other contract type is suitable; and
 - 2 Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

FTA strongly encourages non-governmental recipients to use similar procedures.

- d. Other Federal Requirements Affecting the Property or Services to be Acquired. The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance. *See*, Chapter IV, subsection 2.b of this circular, and FTA's latest Master Agreement for references to Federal requirements established following publication of this circular.
 - e. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor. The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance. *See*, Chapter IV, subsection 2.a of this circular and FTA's latest Master Agreement that may reference more Federal requirements.
 - f. Award to Other Than the Low Bidder. If the recipient intends to reserve its right to award to other than the low bidder or offeror, that information should be stated in the solicitation document.
 - g. Rejection of All Bids or Offers. If the recipient intends to reserve its right to reject all bids or offers, that information should be stated in the solicitation document.
3. METHODS OF PROCUREMENT. The recipient should use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients.

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- a. Micro-Purchases. Consistent with the Federal Acquisition Regulation (FAR), FTA considers micro-purchases to be those purchases of \$3,000 or less.
 - (1) When Appropriate. If permitted by State and local law, the recipient may acquire property and services valued at \$3,000 or less without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. FTA does not intend to imply that the recipient must treat any purchase of \$3,000 or less as a micro-purchase. The recipient may set lower thresholds for micro-purchases in compliance with State and local law, or otherwise as it considers appropriate.
 - (2) Procedures. The following procedures apply to micro-purchases:
 - (a) Competition. The recipient should distribute micro-purchases equitably among qualified suppliers.
 - (b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement merely to come within the micro-purchase limit.
 - (c) Documentation. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.
- b. Small Purchases. The Common Grant Rule for governmental recipients authorizes governmental recipients to use relatively simple and informal small purchase procedures as follows:
 - (1) When Appropriate. Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, \$3,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11) (currently \$100,000). These purchases are also exempt from FTA's Buy America requirements. FTA does not intend to imply that any purchase of \$100,000 or less must be treated as a small purchase. The recipient may set lower thresholds for small purchases in compliance with State and local law, or otherwise as it considers appropriate.
 - (2) Procedures. When using small purchase procedures:
 - (a) Competition. The recipient must obtain price or rate quotations from an adequate number of qualified sources.
 - (b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement to avoid the additional procurement requirements applicable to larger acquisitions.

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- c. Sealed Bids (Formal Advertising). The Common Grant Rule for governmental recipients acknowledges sealed bidding to be a generally accepted procurement method in which bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.
- (1) When Appropriate. The Common Grant Rule for government recipients states a preference for the sealed bids procurement method for acquiring property, construction, and other services. Sealed bid procurements should be used when the following circumstances are present:
- (a) Precise Specifications. A complete, adequate, precise, and realistic specification or purchase description is available.
 - (b) Adequate Sources. Two or more responsible bidders are willing and able to compete effectively for the business.
 - (c) Fixed Price Contract. The procurement generally lends itself to a firm fixed price contract.
 - (d) Price Determinative. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations discussed in later sections of this Chapter, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
 - (e) Discussions Unnecessary. Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.
- (2) Procurement Procedures. The following procedures apply to sealed bid procurements:
- (a) Publicity. The invitation for bids is publicly advertised.
 - (b) Adequate Sources. Bids are solicited from an adequate number of known suppliers.
 - (c) Adequate Specifications. The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - (d) Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date of bid opening.

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- (e) Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.
- (f) Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.
- (g) Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

FTA strongly encourages non-governmental recipients to use similar procedures.

- d. Competitive Proposals (Request for Proposals). The Common Grant Rule for governmental recipients acknowledges the use of competitive proposals to be a generally accepted procurement method when the nature of the procurement does not lend itself to sealed bidding and the recipient expects that more than one source will be willing and able to submit an offer or proposal.
 - (1) When Appropriate. Competitive proposals should be used when any of the following circumstances are present:
 - (a) Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.
 - (b) Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.
 - (c) Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the recipient's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.
 - (d) Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which

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discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

- (2) Procurement Procedures. The following procedures apply to procurements by competitive proposals:
 - (a) Publicity. The request for proposals is publicly advertised.
 - (b) Evaluation Factors. All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.
 - (c) Adequate Sources. Proposals are solicited from an adequate number of qualified sources.
 - (d) Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
 - (e) Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.
 - (f) Best Value. If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.

FTA strongly encourages non-governmental recipients to use similar procedures.

- e. Two-Step Procurement Procedures. If permitted by State and local law, the recipient may use two-step procurement procedures in both sealed bid and competitively negotiated procurements, provided the opportunity for full and open competition is retained.
 - (1) Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical approach to the recipient's request and technical qualifications to carry out that approach. The recipient then may narrow the

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competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

- (2) Review of Bids and Proposals Submitted by Qualified Prospective Contractors. The second step consists of soliciting and reviewing complete bids (sometimes referred to as “two-step sealed bidding”) or proposals (as in “competitive negotiations”), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, the recipient should attempt to solicit bids or proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, and other contracts covered by 49 U.S.C. Section 5325(b) discussed in subsection 3.f of this Chapter, FTA expects the recipient to consider all bid or proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified bidder or offeror.
- f. Architectural Engineering (A&E) Services and Other Services. FTA’s enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, but also for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used as described below.
- (1) Qualifications-Based Procurement Procedures Required. The recipient must use qualifications-based procurement procedures not only when contracting for A&E services, but also for other services listed in 49 U.S.C. Section 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA assisted construction project must be selected through qualifications-based procurement procedures.
 - (2) Qualifications-Based Procurement Procedures Prohibited. Unless FTA determines otherwise in writing, a recipient may not use qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.

A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be

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performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that will become off-the-shelf items or will be fabricated and delivered as final end products for installation in an FTA assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor are actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

- (3) Qualifications-Based Procurement Procedures. The following procedures apply to qualifications-based procurements:
 - (a) Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
 - (b) Price. Price is excluded as an evaluation factor.
 - (c) Most Qualified. Negotiations are first conducted with only the most qualified offeror.
 - (d) Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.
 - (e) Effect of State Laws. To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.
- (4) Audits and Indirect Costs. As required by 49 U.S.C. Section 5325(b)(2), the following requirements apply to a third party contract for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services:
 - (a) Performance of Audits. The third party contract or subcontract must be performed and audited in compliance with FAR Part 31 cost principles.
 - (b) Indirect Cost Rates. The recipient and the third party contractor, its subcontractors and subrecipients, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute.
 - (c) Application of Rates. After a firm's indirect cost rates established as described in subparagraph 3.f(4)(b) above are accepted, those rates will apply

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for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.

- (d) Prenotification; Confidentiality of Data. Before requesting or using cost or rate data described in subparagraph 3.f(4)(c) above, a recipient must notify the affected firm(s). That data must be kept confidential and may not be accessible by or provided by the agency or group of agencies that share cost data under this subparagraph, except by written permission of the audited firm. If prohibited by law, that cost and rate data may not be disclosed under any circumstances. FTA recognizes that many States have "Open Records" laws that may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using a firm's cost or rate data, not only should a recipient notify the affected firm, but it must also obtain permission to provide that data in response to a valid request under applicable State law. The confidentiality requirements of 49 U.S.C. 5325(b)(2)(D) cannot be waived, even if those confidentiality requirements conflict with State law or regulations.
- g. Design-Bid-Build. The design-bid-build procurement method requires separate contracts for design services and for construction.
 - (1) Design Services. For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations.
 - (2) Construction. Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the recipient generally must use competitive procedures for the construction. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.
- h. Design-Build. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2).
 - (1) Procurement Method Determined by Value. First, the recipient must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.
 - (a) Construction Predominant. The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than

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the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

- (b) Design Services Predominant. In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, as described in subsection 3.e of this Chapter.
- (2) Selection Processes. The recipient may structure its design-build procurement using one or more steps as described below:
- (a) One-Step Method. The recipient may undertake its design-build procurement in a single step.
 - (b) Two-Step Method. Another procurement method the recipient may use for large design-build projects is a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253m. This method consists of:
 - 1 Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical qualifications and technical approach to the project. The recipient may then narrow the competitive range to those prospective contractors with satisfactory qualifications that demonstrate a technically satisfactory approach.
 - 2 Review of Complete Proposals. The second step consists of soliciting and reviewing complete proposals, including price, submitted by prospective contractors first determined to be qualified.
- By using this two-step method, it will not be necessary for the recipient to undertake extensive proposal reviews, nor will prospective offerors need to engage in expensive proposal drafting. This two-step selection procedure is separate and distinct from prequalification and is but one procurement method available to the recipient.
- i. Other Than Full and Open Competition. Normally, the recipient must provide for full and open competition when soliciting bids or proposals. The Common Grant Rule for governmental recipients, however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

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- (1) When Appropriate. A recipient may use noncompetitive proposals only when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:
 - (a) Adequate Competition. After soliciting several sources, FTA expects the recipient to review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when this situation occurs.
 - (b) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.
 - 1 Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:
 - a Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
 - b Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
 - c Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - d Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
 - 2 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the

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specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

- a Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid sole source.
 - b Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.
- (c) Unusual and Compelling Urgency. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
- (d) Associated Capital Maintenance Item Exception Repealed. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.
- (e) Authorized by FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:

 - 1 Consortium, Joint Venture, Team, Partnership. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.
 - 2 FAR Standards. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by

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noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

- a Statutory Authorization or Requirement. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.
 - b National Emergency. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.
 - c Research. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.
 - d Protests, Disputes, Claims, Litigation. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.
 - e International Arrangements. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.
 - f National Security. When the disclosure of the recipient's needs would compromise the national security.
 - g Public Interest. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.
- (2) When Prohibited. Less than full and open competition is not justified based on:
- (a) Failure to Plan. The recipient's lack of advance planning, or
 - (b) Limited Availability of Federal Assistance. Concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance previously available for award).
- (3) Procurement Procedures. When less than full and open competition is available to the recipient, the Common Grant Rule for governmental recipients directs the recipient to:

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- (a) Potential Sources. Solicit offers from as many potential sources as is practicable under the circumstances.
 - (b) Sole Source Justification. If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately in light of the standards of subparagraph 3.i(1)(b) of this Chapter. FTA expects this sole source justification to be in writing.
 - (c) Cost Analysis. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.
 - (d) Preaward Review. Submit the proposed procurement to FTA for preaward review if FTA so requests.
4. ELIGIBLE COSTS. Property and services must be eligible for Federal participation under the standards of the Federal cost principles applicable to the recipient before the recipient may use FTA assistance to support its costs (2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, or FAR Part 31). A recipient may use its own cost principles that comply with applicable Federal cost principles. FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.
5. INCENTIVE COSTS AND PAYMENTS. SAFETEA-LU added a new amendment, 49 U.S.C. Section 5309(l), authorizing incentive payments to contractors that provide accurate cost and ridership estimates in connection with a new fixed guideway capital project, and to contractors that enable a new fixed guideway capital project to be completed for less than its original estimated cost. These incentive payments will be allowable costs in addition to other eligible project costs and must be "necessary and reasonable." See, the Questions and Answers pertaining to incentive contracts at FTA's Web site: http://www.fta.dot.gov/funding/thirdpartyprocurement/faq/grants_financing_6148.html.
6. COST ANALYSIS AND PRICE ANALYSIS. The Common Grant Rules require the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.
 - a. Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market

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price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

- (1) Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.
 - (2) Profit. FTA expects the recipient to negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. As discussed previously in subsection 3.a of this Chapter, the price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.
- c. Guidance on Cost and Price Analysis. FTA recognizes that some recipients may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA nor DOT may change the Common Grant Rules' requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the FAR. The recipient may use the following resources as guidance in preparing cost or price analyses:
- (1) FTA's "Best Practices Procurement Manual," Chapter 5,
 - (2) The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment,"
 - (3) Pricing Guide for FTA Grantees, FTA Web Site:
http://www.fta.dot.gov/documents/Helpline_Price_Guide.doc.,
 - (4) FAR Part 31, Contract Cost Principles and Procedures, and
 - (5) Defense Contract Audit Agency Audit Manual. *See*, the DCAA Web site:
<http://www.dcaa.mil>.

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Note, however, that the requirements of FAR Part 31 and the Defense Contract Audit Agency Audit Manual may differ from restrictions applicable to an FTA recipient. Each FTA recipient must comply with those Federal laws and regulations directly applicable to it.

7. EVALUATIONS. The following standards apply:
 - a. General. When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.
 - b. Options. In awarding the contract that will include options, the following standards apply:
 - (1) Evaluation Required. In general, FTA expects the recipient to evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.
 - (2) Evaluation Not Required. The recipient need not evaluate bids or offers for any option quantities when the recipient determines that evaluation would not be in its best interests. An example of a circumstance that may support a recipient's determination not to evaluate bids or offers for option quantities is when the recipient is reasonably certain that funds will not be available to permit it to exercise the option.
 - c. Evaluators. In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the recipient determines would be necessary or helpful. Although many FTA recipients assign evaluation duties to their own personnel, a recipient lacking qualified personnel within its organization may contract for the evaluation services it needs. If the recipient does contract for evaluation services, the procurement standards of this circular will apply to those contracts and to those contractors selected to perform procurement evaluation functions on behalf of the recipient.
8. CONTRACT AWARD. The following provisions apply to third party contract awards:
 - a. Award to Other Than the Lowest Bidder or Offeror. Federal transit law at 49 U.S.C. Section 5325(c) authorizes the recipient to award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. The recipient may also award a contract to other than the offeror whose proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, the recipient should include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

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- b. Award Only to a Responsible Bidder or Offeror. SAFETEA-LU amended 49 U.S.C. Section 5325 to require FTA assisted contract awards be made only to “responsible” contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the recipient that it qualifies as “responsible” under the standards of 49 U.S.C. Section 5325, and that its proposed subcontractors also qualify as “responsible.”

To designate a prospective contractor “responsible” as required by 49 U.S.C. Section 5325, FTA expects the recipient, at a minimum, to determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor must fulfill the following criteria:

- (1) Integrity and Ethics. Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),
- (2) Debarment and Suspension. Be neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,
- (3) Affirmative Action and DBE. Be in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements,
- (4) Public Policy. Be in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),
- (5) Administrative and Technical Capacity. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),
- (6) Licensing and Taxes. Be in compliance with applicable licensing and tax laws and regulations,
- (7) Financial Resources. Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),
- (8) Production Capability. Have, or can obtain, the necessary production, construction, and technical equipment and facilities,
- (9) Timeliness. Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and
- (10) Performance Record. Be able to provide:
 - (a) Current Performance. A satisfactory current performance record, and

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- (b) Past Performance. A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
- 1 Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - 2 Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and
 - 3 Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be nonresponsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

- c. Rejection of Bids and Proposals. Depending on the type of recipient, the following applies:
- (1) Governmental Recipients. The Common Grant Rule for governmental recipients asserts the recipient's right to reject all bids submitted in response to an invitation for bids or request for proposals.
 - (2) Non-Governmental Recipients. The Common Grant Rule for non-governmental recipients authorizes the recipient to reject any and all bids and proposals when it is in the recipient's interest to do so.
- d. Extent and Limits of Contract Award. A selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

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VII. CHAPTER VII

PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

FTA is not a party to its recipients' third party contracts, and does not have any obligation to any participant in its recipients' third party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

1. PROTESTS.

- a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with the initial responsibility to resolve protests of third party contract awards.
 - (1) Protest Procedures. Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project.
 - (2) Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:
 - (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The recipient is expected to provide the following information:

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1 Subjects. A list of protests involving third party contracts and potential third party contracts that:

- a Have a value exceeding \$100,000, or
- b Involve a controversial matter, irrespective of amount, or
- c Involve a highly publicized matter, irrespective of amount.

2 Details. The following information about each protest:

- a A brief description of the protest,
- b The basis of disagreement, and
- c If open, how far the protest has proceeded, or
- d If resolved, the agreement or decision reached, and
- e Whether an appeal has been taken or is likely to be taken.

3 When and Where. The recipient should provide this information:

- a In its next quarterly Milestone Progress Report, and
- b At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protests are outstanding.

4 FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(b) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.

b. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

(1) Requirements for the Protester. The protester must:

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- (a) Qualify as an “Interested Party.” Only an “interested party” qualifies for FTA review of its appeal. An “interested party” is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.
- 1 Subcontractors. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - 2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - 3 Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.
- (b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.
- (c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient’s final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.
- (2) Extent of FTA Review. As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:
- (a) The Recipient’s Procedural Failures. FTA will consider a protest if the recipient:
- 1 Does not have protest procedures, or
 - 2 Has not complied with its protest procedures, or
 - 3 Has not reviewed the protest when presented an opportunity to do so.

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- (b) Violations of Federal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
 - (c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.
- (3) FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

2. CHANGES AND MODIFICATIONS.

- a. The Recipient's Role and Responsibilities. The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change. In general, FTA expects each recipient to comply with the following procedures:
 - (1) Approval Requirements. FTA expects the recipient to have cost justifications supporting each change order it may issue. FTA also expects the recipient's authorized official to approve any proposed change order before it is issued.
 - (2) Cost Restrictions. To be eligible for FTA assistance under the recipient's grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

A more extensive discussion on Changes and Modifications can be found in FTA's Best Practices Procurement Manual (BPPM).

- b. FTA's Role and Responsibilities. FTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent of FTA assistance that may be used to support those costs.

3. DISPUTES.

- a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract disputes. If the recipient intends to request FTA's permission to use Federal assistance to support

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payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the recipient's responsibilities are as follows:

- (1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract disputes in which it is involved:
 - (a) Subjects. A list of disputes involving third party contracts and potential third party contracts that:
 - 1 Have a value exceeding \$100,000,
 - 2 Involve a controversial matter, irrespective of amount, or
 - 3 Involve a highly publicized matter, irrespective of amount.
 - (b) Details. The following information about each dispute:
 - 1 A brief description of the dispute,
 - 2 The basis of disagreement, and
 - 3 If open, how far the dispute has proceeded, or
 - 4 If resolved, the agreement or decision reached, and
 - 5 Whether an appeal has been taken or is likely to be taken.
 - (c) When and Where. The recipient should provide this information:
 - 1 In its next quarterly Milestone Progress Report, and
 - 2 At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no disputes are outstanding.
 - (d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about disputes with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.
- (2) Adequate Documentation. FTA expects the recipient to include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary.
- (3) Audit. An audit can help the recipient demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The recipient should consider conducting or obtaining a formal audit to substantiate each part of a large contract dispute before entering into a

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settlement. The audit should be conducted in accordance with "Generally Accepted Auditing Standards" as defined by the American Institute of Certified Public Accountants. FTA also encourages the recipient to undertake an audit or similar analysis before settlement of a small dispute.

- b. FTA's Role and Responsibilities. FTA generally does not become involved in negotiating the resolution of a recipient's disputes. However, FTA does reserve the right to become involved as follows:
- (1) Determine Reasonableness. FTA may review the reasonableness of a negotiated settlement to determine the extent of its participation in the costs of the settlement.
 - (2) Review Documents. When FTA considers necessary, FTA may review the recipient's files and history pertaining to the dispute or experience under a particular grant or cooperative agreement. If the recipient has already disbursed amounts determined to be ineligible through subsequent audit or FTA review, the recipient must return those amounts to FTA, unless FTA determines otherwise. FTA reserves the right to defer participation in settlement costs until it receives an adequate audit.

4. CLAIMS AND LITIGATION.

- a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with recipients of Federal assistance. The recipient is also responsible for resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the recipient to:
- (1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract claims and litigation with which it is involved.
 - (a) Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that:
 - 1 Have a value exceeding \$100,000,
 - 2 Involve a controversial matter, irrespective of amount, or
 - 3 Involve a highly publicized matter, irrespective of amount.
 - (b) Details. The following information about each claim or lawsuit:
 - 1 A brief description of the claim or litigation,
 - 2 The basis of disagreement, and
 - 3 If open, how far the claim or litigation has proceeded, or



JEFFERSON PARISH
DEPARTMENT OF PURCHASING

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

September 4, 2012

ADDENDUM # 1

RFP -267

Proposal Date: 09/21/2012

REF: Advertising for Bus Stop Benches for the Jefferson Parish Department of Transit Administration

CHANGES TO PRE-PROPOSAL CONFERENCE

THE PRE-PROPOSAL MEETING FOR RFP 267 ADVERTISING FOR BUS STOP BENCHES HAS BEEN RESCHEDULED TO FRIDAY, SEPTEMBER 7, 2012 AT 2:00 P.M.

LOCATION: EMERGENCY OPERATION CENTER – MEDIA ROOM
910 3rd STREET,
GRETNA, LA 70053

THE PROPOSAL RECEIPT DATE WILL REMAIN SEPTEMBER 21, 2012 @ 4:30 pm

Proposers must acknowledge all addenda on the signature page. Proposer acknowledges receipt of this addendum on the signature page by entering the number that has been assigned to this addendum and entering date of receipt.

This addendum forms a part of the contract documents and modifies the original proposal documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

Best Regards,

Antoinette Holmes

Antoinette Holmes, Buyer II
Jefferson Parish Purchasing Department



WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

JEFFERSON PARISH

DEPARTMENT OF PURCHASING

BRENDA J. CAMPOS
DIRECTOR

September 10, 2012

ADDENDUM # 2

RFP -267

Proposal Date: 09/21/2012

REF: Advertising for Bus Stop Benches for the Jefferson Parish Department of Transit Administration

CHANGES TO INQUIRY DEADLINE

THE DEADLINE TO RECEIVE WRITTEN INQUIRIES HAS BEEN EXTENDED TO WEDNESDAY, SEPTEMBER 12, 2012 AT 4:30 P.M.

THE PROPOSAL RECEIPT DATE WILL REMAIN SEPTEMBER 21, 2012 @ 4:30 pm

Proposers must acknowledge all addenda on the signature page. Proposer acknowledges receipt of this addendum on the signature page by entering the number that has been assigned to this addendum and entering date of receipt.

This addendum forms a part of the contract documents and modifies the original proposal documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

Best Regards,

Antoinette Holmes

Antoinette Holmes, Buyer II
Jefferson Parish Purchasing Department



JEFFERSON PARISH
DEPARTMENT OF PURCHASING

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

September 17, 2012

ADDENDUM # 3

RFP -267

Proposal Date: 09/21/2012

REF: Advertising for Bus Stop Benches for the Jefferson Parish Department of Transit Administration

QUESTIONS and ANSWERS

1. Considering the events of Hurricane Isaac, will there be an extension of the deadline to submit written inquiries, contained in § 1.2.3 on page 2 of the RFP? **The date was extended to Wednesday, September 12, 2012 at 4:30 pm**
2. With regards to § 1.2.4 on page 2 of the RFP, when is the deadline for the Parish to respond to written inquiries? **I elected not to place a limitation on the Parish for responding to inquiries. We will respond to all inquiries received prior to September 12th.**
3. Considering the events of Hurricane Isaac, will there be an extension of the deadline for Proposal Receipt Date and Time contained in § 1.2.5 on page 2 of the RFP? **As of today, the receipt date has been postponed to September 28, 2012 at 4:30 pm**
4. § 1.26(D)(i) on page 12 of RFP refers to a Professional Services Questionnaire. Is FIRM required to fill out a Professional Services Questionnaire, and if so, how does FIRM attain a copy of a Professional Services Questionnaire? **This section is giving conditions for terminating the agreement. Professional Services Questionnaire is not applicable for Proposal 267.**
5. Under § 2.1 on page 18 and § 2.3 on page 20, the RFP reads: "The successful proposer shall supply and maintain a maximum of two hundred and fifty (250) benches during the life of this contract." The Parish currently has more than 250 benches with its current vendor. Is this number correct? If so, and current vendor is selected, will he have to reduce the number of benches? **The proposal calls for a (Maximum of 250) benches; however if needed; the proposer can increase the number of benches by 10% with the written permission of the Transit Director.**

6. The RFP contains contradictory statements with regards to who is responsible for the selection and approval of advertisement.

Under § 2.1 on page 18 of the RFP, it reads: "Director shall review and approve all advertisement before being placed on the benches. All advertisement which may be exhibited in or upon contract benches shall be of reputable character. Firm shall not place advertisement of adult establishments. . . , alcohol or tobacco."

Then later under § 2.1 the RFP reads "FIRM shall be solely responsible for the advertising material and the content of such advertising exhibited under this agreement and further agrees to hold Jefferson Parish free and harmless from all blame for any and all claims and causes of action by any other party for and on account of the content of the advertising copy, posters, and signs exhibited and carried on said busses or Jefferson Parish under the terms of this agreement."

As was discussed in the pre-bid conference it would be this responder's preference to maintain the current arrangement where vendor, as private actor, can decide content. If the Parish insists on having approval over content they will in effect lose any rights over content approval, because as a government actor, they cannot constitutionally deny speech, no matter whether they deem it offensive or not. However as a private publisher, a private vendor with publishing rights can reject what is found to be offensive advertisements. For the success of this contract, we would strongly urge the Parish to choose the Firm as being responsible for Ad content.

Section 2.1 Pages 18 – 19 are revise to read as follow:

- ❖ **All advertisement which may be exhibited in or upon contract benches shall be of reputable character. Firm shall not place advertisements of adult establishments (as defined by Jefferson Parish Code of Ordinances Section 40-3), alcohol or tobacco.**
- ❖ **FIRM shall be solely responsible for the advertising material and the content of such advertising exhibited under this agreement and further agrees to hold Jefferson Parish free and harmless from all blame for any and all claims and causes of action by any other party for and on account of the content of the advertising copy, posters, and signs exhibited and carried on said buses of Jefferson Parish under the terms of this agreement.**
- ❖ **While the FIRM shall be solely responsible for the advertising material, the Director reserves the right to reject any advertisement that is not of reputable character or is for adult establishments (as defined by Jefferson Parish Code of Ordinances Section 40-3), alcohol products or tobacco products.**
- ❖ **FIRM shall keep full, complete and true active records under this agreement and said records shall be made available for inspection or audit by Jefferson Parish at any reasonable time throughout the period of this agreement.**

Additionally, we would have issue for the same reasons and others with the Parish's approval of substitute personnel (i.e. employees), under § 1.35 on page 14 of the RFP, which reads: "In conformity with Section 1.7 [Note: Section 1.7 pertains to Proposal Guarantee], substitution of personnel shall be ratified by the Parish Council...in its sole discretion". This runs a serious risk of turning the vendor into a government actor and seems to open up the Parish to liability over the employees' actions since the Parish is requiring resumes to review and then sole approval over their employment, such that the employee becomes equivalent to a Parish Employee. **To the extent that there are essential personnel, The Parish reserves the right to approve their replacement.**

7. There appears to be an error in § 2.2 Period of Agreement, as found on page 19 of the RFP with regards to contract start date. Please clarify when the anticipated contract start date is estimated to be. **The contract start date is contingent on ratification and approval of the agreement by the JP Council and following completion and signing of the contract documents.**

8. Please confirm what was discussed in pre-bid conference and that the 250 figure in red found in Section A of Appendix "A" Pricing Schedule is intended for illustration purposes and that the actual minimum monthly guaranteed payments for a given period will be based on the actual number of benches with paid advertisements for that period. **The proposer shall state a percentage of revenues to be allocated annually to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, all such excess amount over the guarantee will be paid to Jefferson Parish.**

9. Please advise whether the order of the Submitted response to RFP is to follow the Table of Contents outline found in § 1.4 Proposal Response Format, or whether order of the Submitted Proposal is to follow order of § 2.6.1 and 2.6.2 on pages 20 and 21, respectively. **Firms should follow the 1.4 Proposal Response Format.**

10. In the event that the incumbent vendor is not selected to continue, has consideration been given regarding a ramp down period in which current vendor has to wind down advertising contracts and remove all of its benches and slabs? **As of September 1, 2012, the contract was extended 180 days or until another agreement is in place. It is during this time period the vendor should formulate a plan and notify the Parish in writing; of when the removal of the benches and slabs would begin, if he is not the successful proposer.**

THE PROPOSAL RECEIPT DATE IS POSTPONED TO SEPTEMBER 28, 2012 @ 4:30 pm

Proposers must acknowledge all addenda on the signature page. Proposer acknowledges receipt of this addendum on the signature page by entering the number that has been assigned to this addendum and entering date of receipt.

This addendum forms a part of the contract documents and modifies the original proposal documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

Best Regards,

Antoinette Holmes

Antoinette Holmes, Buyer II
Jefferson Parish Purchasing Department



APPENDIX "A"

PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$ 20.00

Multiplied by

Number of benches with advertisement = 250

Equals

Monthly Guaranteed Rental Payment \$ 5,000.00

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Jefferson Parish: 25 %

Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceed guarantees.

All payments proposed above shall be firm.

APPENDIX "A"
PRICING SCHEDULE

A. Monthly Guaranteed Rental Payment Amount

Minimum payment per bench \$23.50

Multiplied by

Number of benches with advertisement = 250¹

Equals

Monthly Guaranteed Rental Payment \$5,875.00

Note: Lump sum guaranteed payment amount to be based on a minimum payment per bench per month. The Proposer should offer a monthly fee per bench.

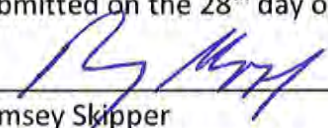
B. Percentage of Advertising Revenues

Percentage (%) of revenues to be allocated to Jefferson Parish: 10%

Note: Proposer shall state a percentage of revenues to be allocated to Jefferson Parish. These allocated revenues will be applied to the guarantee. When the stated accumulated percentage amount exceeds the amount necessary to pay the guarantee, then all such excess amount over guarantee will be paid to Jefferson Parish. Proposer should include percentages up to and including the guarantee as well as possible adjustments to percentage amounts when revenue exceeds guarantees.

All payments proposed above shall be firm.

Submitted on the 28th day of September 2012,



Ramsey Skipper
Manager, Go-Graphics, LLC


¹ The "250" figure for the number of benches is for illustrative purposes only. The actual number of benches to be used in the calculation will vary depending on the actual number of benches with paid advertising for the appropriate billing period.

Go-Graphics' July 2018 Vendor Report



INTEROFFICE MEMO

To: Jay Yamber
Accounting Department

From: Benjamin Francois, Contract Monitor 
Department of Transit Administration

Date: September 4, 2018

Subject: Check No. [REDACTED] from Go Graphics, Inc. is for payment of bus bench advertising for the month of July 2018

The enclosed check in the amount of \$3,619.⁰⁰~~50~~ is payment for bus bench advertising for the month of July 2018. Please deposit this check into Revenue account 21670-0000-5368 (other income).

If you have any other questions, please feel free to contact me at 364-3450.

BF/pjl

Enclosure

SEP 5 '18 9:31 AM

Go-graphics, LLC
 Jefferson Parish Bus Bench Locations 7/31/18

SEP - 4 2018

Item No	Route No	Face ID#	Bench	Westbank Location	City	Zip Code	Nearest Business	CD No	Advertiser
1	61	639F	New	2515 Manhattan Blvd facing North bound traffic	Harvey	70058	New Orleans Hamburger & Seafood & Waffle house	1	No Advertiser
2	72	640F	New	Manhattan Blvd @ Central Blvd facing South bound traffic	Harvey	70058	Chase Bank-Hobby Lobby	2	Mass Mutual - Bryan Palmisano
3	63	641F	New	Manhattan Blvd @ Ascot Rd facing North bound traffic	Harvey	70058	Dunkin Donuts	1	No Advertiser
4	65	642F	New	Manhattan Blvd @ 9th St facing North bound traffic	Harvey	70058	across the highway from La Capitol Credit Union	1	No Advertiser
5	71	643f	New	2146 Manhattan facing South bound traffic	Harvey	70058	Manhattan Seafood	2	Affordable Memorial of LA
6	62	644F	New	Manhattan Blvd @ Elton facing North bound traffic	Harvey	70058	Copeland's	1	Big Al's Seafood
7			New	Manhattan Blvd @ 11th St. facing South bound traffic			Gator Supply	2	Bench removed 5/24/12 due to line of site issue / complaint
8	64	645F	New	2231 Manhattan Blvd facing North bound traffic @ St Germain Apartments near iron fence	Harvey	70058	St Germain Apts	1	No Advertiser
9		758F	New	1201 Manhattan Blvd facing North bound traffic	Harvey		TGI Fridays	1	Christian Sauce Law Firm
10		759F	New	1151 Manhattan Blvd facing north bound traffic	Harvey		Palace Theater	1	Victor Manning Driving School
11	40	646F	New	2630 Manhattan facing South bound traffic of Manhattan @ Daiquiri Dock	Harvey	70058	Daiquiri Dock	1	11/31/17 remove bus bench no longer a bus stop
12	68	647F	New	1316 Manhattan Blvd facing South bound traffic	Harvey	70058	WOW Carwash	2	Five Guy's - Bayou Best
13	69	648F	New	Manhattan Blvd @ Gretna Blvd facing South bound traffic	Harvey	70058	Walgreens	2	No Advertiser
14			New	Manhattan facing North bound traffic			West Chase Apartments/West Chase	1	Temporarily removed due to construction 3/14/12

15	41 649F	New	Manhattan @ Magnolia Trace facing South bound traffic	Harvey	70058	Salon Manhattan	1	10/10/17 Removed bus bench per JP Transit no longer a bus stop
16		New	Manhattan facing North bound traffic			Sun Suites	1	Temporarily removed due to construction 3/14/12
17		New	Manhattan facing North bound traffic			Sam's	1	Temporarily removed due to construction 3/14/12
18	70 650F	New	Manhattan @ 9th St facing South bound traffic	Harvey	70058	La Capitol Fed Credit Union	2	No Advertiser
19	67 651F	New	Manhattan & UTE facing South bound traffic	Harvey	70058	Transway Transmission	2	LA Twins Insurance
19	67 651R	New	Manhattan & UTE REAR faces west bound traffic of UTE and parking lot of 2 businesses	Harvey	70058	Transway Transmission	2	Dan Burghardt (rear)
20	73 652F	New	2500 Manhattan facing South bound traffic (closest to Lapalco)	Harvey	70058	Wendy's	3	A Creole Girl
20	73 652R	New	2500 Manhattan rear faces all exiting traffic of Wendy's drive thru and CVS parking lot	Harvey	70058	Wendy's	3	LA Twins (rear)
21	66 653F	New	1701 Manhattan Blvd facing North bound traffic near Gretna Blvd	Harvey	70058	Juvenile Services Center / 1st American	1	11/30/17 Bus bench removed as per JP Transit
22	760F	New	1505 Manhattan facing North bound traffic	Harvey		McDonald's / Walmart	1	LA Twins Insurance
23	78 654F	New	Lapalco @ Enterprise Dr facing West bound traffic	Harvey	70058	A-1 Appliance	2	Adam's Catfish House
24	18 655F	New	Lapalco @ Glaise Dr facing East bound traffic in Marrero	Marrero	70072	Marrero Post Office	3	No Advertiser
25	81 656F	New	4600 Lapalco Blvd facing West bound traffic	Marrero	70072	Home Depot	2	Café Bella
25	81 656R	New	4600 Lapalco Blvd facing West bound traffic	Marrero	70072	Home Depot	2	Dan Burghardt (rear)
26	82 657F	New	Lapalco Blvd @ Promenade facing West bound traffic	Marrero	70072	Hardee's	2	Dan Burghardt
27	37 658F	New	Lapalco Blvd & Parlange Dr facing East bound traffic	Marrero	70072	Whitney Bank	3	Rob's AC
28	39 659F	New	Lapalco @ Staten St. facing East bound traffic	Harvey	70058	Lightening Oil & Lube	3	Jerry King Ins
29	76 660F	New	2330 Lapalco facing West bound traffic	Harvey	70058	New Orleans Food & Spirits	3	Affordable Memorial of LA

30	77 661F	New	Lapalco @ Brooklyn facing West bound traffic	Harvey	70058	Century 21	3	Dan Burghardt
30	77 661R	New	Lapalco @ Brooklyn facing West bound traffic	Harvey	70058	Century 21	3	Dan Burghardt (rear)
31	94 662F	New	Lapalco @ Westwood Dr facing West bound traffic	Marrero	70072	Mothe Funeral Home	3	DSL D Homes
32	12 663F	New	Lapalco @ Ames facing East bound traffic	Marrero	70072	Burger King	3	Dan Burghardt
33	89 664F	New	Lapalco @ Ames facing West bound traffic	Marrero	70072	Vacant Lot	3	No Advertiser
34	91 665F	New	Lapalco @ Ellington Dr facing West bound traffic	Marrero	70072	Parish Dump	3	No Advertiser
35	11 667F	New	Lapalco @ Lincolnshire Dr facing East bound traffic	Marrero	70072	Don's Auto Repair	3	No Advertiser
36	10 668F	New	6951 Lapalco facing East bound traffic (in front of closed business across from old Texaco Station - 1/2 mile from Higgins School)	Marrero	70072	Full Life Faith Ministries	3	No Advertiser
37	60 669F	New	Lapalco Blvd & Wall Blvd facing West bound traffic	Gretha	70056	Chevron Station	1	No Advertiser
37	60 669R	New	Lapalco Blvd & Wall Blvd facing West bound traffic	Gretha	70056	Chevron Station	1	GBOB (rear)
38	92 670F	New	Lapalco & Betty Blvd facing West bound traffic	Marrero	70072	Vacant Lot	3	No Advertiser
39	19 671F	New	Lapalco & Barataria Blvd facing East bound traffic of Lapalco (a) closest to Lapalco	Marrero	70072	Big Lots	3	No Advertiser
40	20 672F	New	Lapalco & Barataria Blvd facing East bound traffic of Lapalco (b) first of two benches approaching Lapalco	Marrero	70072	Big Lots	3	No Advertiser
41	36 673F	New	Lapalco @ Promenade Blvd facing East bound traffic	Marrero	70072	Raising Canes	3	Sam Washington
41	36 673R	New	Lapalco @ Promenade Blvd facing East bound traffic	Marrero	70072	Raising Canes	3	Sam Washington (rear)
42	38 674F	New	Lapalco & Paxton facing East bound traffic	Marrero	70072	WJ Physician Center	3	Dan Burghardt
42	38 674R	New	Lapalco & Paxton facing East bound traffic	Marrero	70072	WJ Physician Center	3	Dan Burghardt (rear)
43	9 675F	New	Lapalco @ Lincolnshire facing West bound traffic	Marrero	70072	Don's Auto Repair	3	No Advertiser
44	93 676F	New	Lapalco @ Westminster Blvd facing West bound traffic	Marrero	70072	across the street from Gas Zone	3	No Advertiser

45		New	Lapalco & Phillip Dr facing West bound traffic of Lapalco			Mississippi River Bank	1	No Advertiser
46	8 677F	New	Lapalco @ Berger Rd facing West bound traffic	Marrero	70072	AT&T	3	No Advertiser
47	75 678F	New	2322 Lapalco facing West bound traffic	Harvey	70058	Helen Cox School	3	LA Twins
48	74 679F	New	1850 Lapalco facing West bound traffic	Harvey	70058	Public Storage	3	No Advertiser
49	80 680F	New	Lapalco Blvd & Jutland facing West bound traffic	Harvey	70058	Ray Brandt Nissan Preowned	2	No Advertiser
50	35 681F	New	4951 Lapalco facing east bound traffic	Marrero	70072	Oak Ridge Plaza & Wendy's	3	No Advertiser
51	90 682F	New	Lapalco @ Sauvage facing West bound traffic	Marrero	70072	McHardy's Chicken and Daquiris	3	No Advertiser
52	79 683F	New	3812 Lapalco Blvd facing West bound traffic (near Jutland)	Marrero	70072	The Storage Place-Cube Smart	2	No Advertiser
53	86 684F	New	Barataria @ Saint St (8th) facing North bound traffic in between Shaw School & Hope Haven	Marrero	70072	Catholic Charities/Hope Haven	2	Big Al's Seafood
54	34 685F	New	Barataria Blvd @ Lapalco facing North bound traffic intersection @ Exxon	Marrero	70072	Exxon	1	No Advertiser
54	34 685R	New	Barataria Blvd @ Lapalco REAR faces parking lot of Exxon	Marrero	70072	Exxon	1	LA Twins (rear)
55	84 686F	New	Barataria Blvd & Promenade Blvd facing North bound traffic	Marrero	70072	Fresenius Medical Care	2	Rose Garden & Pet Store
55	84 686R	New	Barataria Blvd & Promenade Blvd facing North bound traffic	Marrero	70072	Fresenius Medical Care	2	Dan Burghardt (rear)
56	83 687F	New	Barataria & Oak St facing North bound traffic	Marrero	70072	Capital One	2	Mass Mutual - Bryan Palmisano
57	88 688F	New	Barataria & August Avet St facing south bound traffic	Marrero	70072	EZ Stop	2	Mass Mutual - Bryan Palmisano
58	30 689F	New	Barataria & Alcide Dr facing North bound traffic near Ehret Rd opposite of Fire Station	Estelle	70072	Fire Station	1	3/26/15 Bus bench removed due to complaint
59	85 690F	New	1633 Barataria Blvd facing North bound traffic	Marrero	70072	Lowes	2	No Advertiser
60	33 691F	New	1977 Barataria Blvd facing North bound traffic	Marrero	70072	Jairne LeCafe	1	No Advertiser
61	32 692F	New	1977 Barataria Blvd facing North bound traffic	Marrero	70072	Stage	1	No Advertiser
62		New	Barataria @ Deutsch facing North bound traffic			Across from Sonic/Auto Zone	1	Bench removed 6/9/11 due to construction

63	87	693F	New	Barataria @ 10th St facing North bound traffic	Marrero	70072	Popeye's	2	A Creole Girl
64	23	694F	New	2601 Barataria @ Martin St facing East bound traffic (right before Leo Kerner)	Estelle	70072	Family Dollar	1	Dan Burghardt
65	31	695F	New	Barataria & Cousins facing North bound traffic of Barataria	Marrero	70072	Shell Station/Firestone	1	Brand Muscile - Jessica Campbell
65	31	695R	New	Barataria & Cousins facing North bound traffic of Barataria	Marrero	70072	Shell Station/Firestone	1	Dan Burghardt (rear)
66	58	696F	New	2630 Belle Chasse Hwy facing East bound traffic	Gretna	70056	Taco Bell	1	No Advertiser
67	56	755F	New	2100 Belle Chasse Hwy facing South bound traffic	Gretna	70056	Whitney	1	No Advertiser
68	59	697F	New	Belle Chase Hwy & Lapalco facing east bound traffic	Gretna	70056	McDonalds	1	Dan Burghardt
69	55	698F	New	Belle Chase Hwy @ Enterprise Dr facing South bound traffic	Terrytown	70056	Bayou Outdoors	1	12/13/16 Remove bus bench as per JP no longer a bus stop
70	104	699F	New	Westbank Expressway & Manhattan facing East bound traffic	Harvey	70053	Shell Gas Station	1	Regan Law
70	104	699R	New	Westbank Expressway & Manhattan facing East bound traffic	Harvey	70053	Shell Gas Station	1	Dan Burghardt (rear)
71	105	700F	New	197 Westbank Expressway facing east bound traffic	Gretna	70056	Sears Auto Center	1	No Advertiser
72	106	701F	New	197 Westbank Expressway @ Terry Pkwy facing East bound traffic	Gretna	70056	Shell Gas Station	1	Dan Burghardt
73	99	702F	New	Westbank Expressway @ Ave C facing East bound traffic	Marrero	70072	WJ Cancer Center	2	US Bio Chem
74	107	703F	New	Westbank Expressway @ Whitney Ave facing West bound traffic	Gretna	70056	Holiday Inn	1	West Transmission
75	109	704F	New	Westbank Expressway @ Maple Ave facing West bound traffic	Harvey	70058	Valu Car Used Car Lot	2	5/28/13 Remove due to construction
76	110	705F	New	3711 Westbank Expressway facing West bound traffic	Harvey	70058	Four Columns / Kims Rest / Walzter & Assoc	2	Koolly Thomas / Iglesia Church
77	113	706F	New	Westbank Expressway @ Avenue J facing West bound traffic	Harvey	70058	Family Dollar	2	No Advertiser
78	114	707F	New	Westbank Expressway @ Saddler Rd facing West bound traffic	Marrero	70072	Vacant Lot	2	DSL D Homes
79	115	708F	New	Westbank Expressway @ Ames Blvd facing South bound traffic	Marrero	70072	McDonald's	3	Sam Washington
79	115	708R	New	Westbank Expressway @ Ames Blvd facing South bound traffic of Ames	Marrero	70072	McDonald's	3	Sam Washington (rear)

80	116	709F	New	Westbank Expressway @ Silver Lilly facing West bound traffic	Marrero	70072	West Bank Car Wash	3	No Advertiser
81	95	710F	New	Westbank Expressway @ Oak St facing East bound traffic	Marrero	70072	Value Motor Cars	2	No Advertiser
82	97	711F	New	Westbank Expressway @ Garden Rd facing East bound traffic	Marrero	70072	Mike's Discount Mufflers	2	No Advertiser
83	98	712F	New	Westbank Expressway @ Salesian Ln facing East bound traffic	Marrero	70072	Archbishop Shaw HS	2	Rob's AC
84	103	713F	New	Westbank Expressway @ Beechwood Dr facing East bound traffic	Harvey	70058	Rainbow Suzuki Dealership	1	No Advertiser
85	119	714F	New	Westbank Expressway @ Jung Blvd facing West bound traffic	Marrero	70072	Sunbelt Rentals	2	No Advertiser
86	102	715F	New	Westbank Expressway @ Scotsdale St facing East bound traffic	Harvey	70058	State Building 2140 WBE	2	Cook Notary
87	118	716F	New	Westbank Expressway @ Westwood facing West bound traffic	Marrero	70072	Churches Chicken	2	Sam Washington
87	118	716R	New	Westbank Expressway @ Westwood facing West bound traffic	Marrero	70072	Churches Chicken	2	Sam Washington (rear)
88	111	717F	New	Westbank Expressway @ Ave D facing West bound traffic	Marrero	70072	JP Water Works & Walgreens	2	No Advertiser
89	96	718F	New	Westbank Expressway @ Francis St facing East bound traffic	Marrero	70072	Dollar Tree	2	DiMartino's
90	100	719F	New	Westbank Expressway @ Farrington Dr facing East bound traffic	Harvey	70058	Apartment Complex	2	No Advertiser
91	101	720F	New	Westbank Expressway @ MacArthur facing East bound traffic	Harvey	70058	Manco Auto Sales	2	No Advertiser
92	117	721F	New	Westbank Expressway @ Cohen facing West bound traffic	Marrero	70056		2	No Advertiser
93	108	722F	New	Westbank Expressway @ Manhattan facing West bound traffic	Harvey	77058	Leson / Best Buy	3	Christian Sauce Law
94	112	723F	New	Westbank Expressway @ Barataria facing West bound traffic	Marrero	70072	Express Discount Mufflers	2	1/22/13 Bus bench removed due to construction
95	1	724F	New	Westbank Expressway @ Circle West facing East bound traffic	Bridge City	70094		3	Pat LeBoeuf Insurance, Inc.
96	125	725F	New	Westbank Expressway @ N Claiborne Pkwy facing west bound traffic	Bridge City	70094	across from Alario Center borderline Westwego	2	No Advertiser
97	49	726F	New	Terry Pkwy & Hector facing West bound traffic of Terry Pkwy	Terrytown	70056		1	Arden Cahill Academy

97	49 726R	New	Terry Pkwy & Hector Dr REAR faces SOUTH bound traffic of Hector approaching Terry Pkwy1	Terrytown	70056		1	LA Twins (rear)
98	48 727F	New	Terry Pkwy & Stumpf facing North bound traffic	Terrytown	70056	Rite Aid	1	Jerry King Ins
99	50 728F	New	Terry Pkwy @ Stumpf facing South bound traffic	Terrytown	70056	Carolyn Diecedue Dance Academy	1	West Transmission & Total Auto Care
99	50 728R	New	Terry Pkwy @ Stumpf REAR faces East bound traffic of Stumpf approaching red light at Terry Pkwy	Terrytown	70056	Carolyn Diecedue Dance Academy	1	Dan Burghardt (rear)
100	52 729F	New	Terry Pkwy & Carol Sue facing South bound traffic	Terrytown	70056	Walgreens	1	12/14/16 Remove bus bench no longer a bus stop
101	53 730F	New	Terry Pkwy @ Carol Sue facing South bound traffic	Terrytown	70056	Baskin Robbins	1	12/14/16 Removed bus bench no longer a bus stop
102	54 731F	New	Terry Pkwy @ Belle Chasse Hwy facing South bound traffic	Gretna	70056	Wendy's 1174 Terry Pkwy	1	No Advertiser
103	51 732F	New	580 Terry Pkwy facing South bound traffic	Gretna	70056	Burger King	1	No Advertiser
104	47 733F	New	607 Terry Pkwy @ Daniels Rd facing North bound traffic	Gretna	70056	EZ Cash	1	No Advertiser
104	47 733R	New	607 Terry Pkwy @ Daniels Rd facing North bound traffic	Gretna	70056	EZ Cash	1	LA Twins (rear)
105	46 734F	New	Carol Sue & Behrman Hwy facing traffic of Carol Sue	Terrytown	70056	Westpoint Church	1	Dan Burghardt
105	46 734R	New	Carol Sue & Behrman Hwy facing traffic of Behrman Hwy	Terrytown	70056	Westpoint Church	1	Dan Burghardt (rear)
106	44 735F	New	Behrman Hwy & Belle Chase facing West bound traffic@light	Terrytown	70056	Speedy Cash Loans	1	Dan Burghardt
106	735R	New	Behrman Hwy & Belle Chase facing West bound traffic of Belle Chase Hwy @light			Speedy Cash Loans	1	Dan Burghardt (rear)
107	45 736F	New	Behrman Hwy/Matador Dr @ Park Pl facing North bound traffic	Gretna	70056	Brother's / Exxon	1	Cedarwood Apartments
108	43 737F	New	Wall Blvd @ Lapalco facing North bound traffic	Gretna	70056	Walgreen's	1	LA Twins
109	57 738F	new	Wall @ Belle Chase Hwy facing South bound traffic	Gretna	70056	Regions Bank	1	Brown Tax Service
109	57 738R	new	Wall @ Belle Chase Hwy facing South bound traffic	Gretna	70056	Regions Bank	1	GBOB (rear)

110	42	739F	New	Wall Blvd @ Fairfield Ave facing North bound traffic	Grtna	70056	Baywood Subdivision/Ball Park	1	Arden Cahill Academy
111	24	740F	New	Leo Kerner Pkwy @ Christiana Dr. facing South bound traffic	Estelle	70072	Family Dollar & McDonald's	1	Captain School
112	29	741F	New	Leo Kerner Pkwy @ Barataria facing North bound traffic	Estelle	70072	McDonald's	1	Blue Skies Construction
113	25	742F	New	Leo Kerner Pkwy @ Delta Pointe Dr facing South bound traffic	Estelle	70072		1	No Advertiser
114	26	743F	New	Leo Kerner Pkwy @ Bent Tree Blvd facing North bound traffic	Estelle	70072		1	No Advertiser
115	28	744F	New	Leo Kerner Pkwy @ Sunrise facing North bound traffic	Estelle	70072		1	No Advertiser
116	27	745F	New	Leo Kerner Pkwy @ St Jude facing North bound traffic	Estelle	70072		1	No Advertiser
117	21	746F	New	Ames @ Barataria - Corner (a)	Marrero	70072	Visitation School	3	Dan Burghardt
118	22	747F	New	Ames @ Barataria - Corner (b)	Marrero	70072	Visitation School	3	Jake's Seafood Restaurant
119	13	748F	New	Ames @ Wabash facing South bound traffic	Marrero	70072		3	No Advertiser
120	14	749F	New	Ames @ Randolph St facing South bound traffic	Marrero	70072		3	No Advertiser
121	15	750F	New	Ames @ Bayou Estates Ave facing South bound traffic	Marrero	70072		3	Dan Burghardt
121	15	750R	New	Ames @ Bayou Estates Ave facing South bound traffic	Marrero	70072		3	Dan Burghardt (rear)
122	16	751F	New	Ames @ Avery Dr facing South bound traffic	Marrero	70072		3	No Advertiser
123	17	752F	New	Ames @ Elnet Rd facing South bound traffic	Marrero	70072		3	No Advertiser
124		753F	New	Bridge City Ave / Seven Oaks facing West bound traffic @ Bolo St.			Brothers Store	3	Bench removed temporarily 10/4/12

Item No	Route No	Face ID#	Bench	Eastbank Location	City	Zip Code	Nearest Business	CD No	Advertiser
125	108	503F	New	Causeway @ 8th St facing North bound traffic	Metairie	70002	Lakeside Toyota	5	No Advertiser
126	117	504F	New	Causeway @ 16th St facing South bound traffic	Metairie	70002	UNO Jefferson Campus	5	No Advertiser
127	106	505F	New	Causeway @ 16th St facing North bound traffic	Metairie	70002	Safe Guard	5	No Advertiser
128	105	506F	New	Causeway @ 17th St facing North bound traffic	Metairie	70002	Jefferson Financial	5	Designs in Jewelry
129	146	507F	New	Causeway @ 39th St facing North bound traffic	Metairie	70002	Wagner-Truax Buildir	5	Messina Wealth Management
130	144	508F	New	Causeway @ 47th St facing North bound traffic	Metairie	70002	The Baby Room	5	Sunray Companies - Message Envy
131	145	509F	New	Causeway @ 46th facing North bound traffic	Metairie	70001	Causeway Animal Hospital	5	No Advertiser
132	118	510F	New	3054 N Causeway facing South bound traffic	Metairie	70002	Lakeside Mall/Starbucks	5	Stephen Rue & Associates
133	107	511F	New	N Causeway @ Melvil Dewey Dr facing north bound traffic	Metairie	70002	JEDCO/AAA Travel & Insurance	5	Stephen Rue & Associates
134	116	512F	New	N Causeway @ Melvil Dewey Dr facing South bound traffic	Metairie	70002	Fire Dept	5	Keystone Engineering Inc.
135			New	N Causeway @ 22nd St facing South bound traffic			Buds Brolier	5	Bench removed 5/6/09 due to construction
136	109	513F	New	3700 N Causeway facing South bound traffic	Metairie	70002	Ray Brandt Infiniti	5	Dan Burghardt
137	143	514F	New	N Causeway @ Bore St facing North bound traffic	Metairie	70001		5	No Advertiser
138	45	515F	New	Airline Hwy @ Cleary Ave facing East bound traffic going into Earhart & East bound of Airline	Metairie	70001	Sam's	2	Bryan's United
138	45	515R	New	Airline Hwy @ Cleary Ave facing East bound traffic going into Earhart & East bound of Airline	Metairie	70001	Sam's	2	Dan Burghardt (rear)
139	44	516F	New	Airline @ Manson St facing East bound traffic entrance of Sam's	Metairie	70001	Sam's	2	Brehm's Exterior Specialist
139	44	516R	New	Airline @ Manson St facing East Bound traffic entrance of Sam's	Metairie	70001	Sam's	2	Dan Burghardt (rear)
140	52	517F	New	Airline Hwy facing East bound traffic of Airline Hwy across Airline Hwy from Metairie Estates (Beresford St)	Metairie	70001		5	No Advertiser

141	63 518F	New	Airline @ Manson Ave facing West bound traffic	Metairie	70001	Auto Zone	5	Didriksen Law
142	84 519F	New	Airline @ Airline Park facing East bound traffic of Airline	Metairie	70003	New Soccer Complex	2	Dan Burghardt
143	66 520F	New	Airline @ Clearview Pkwy facing entire intersection	Metairie	70003	Walgreen's	2	Dan Burghardt
143	66 520R	New	Airline @ Clearview Pkwy facing entire intersection	Metairie	70001	Walgreen's	2	Dan Burghardt (rear)
144	46 521F	New	Airline @ S Turnbull Dr facing East bound traffic	Metairie	70001	Shade Tree Tinting	5	No Advertiser
145	62 522F	New	Airline @ N Turnbull facing West bound traffic	Metairie	70001	Two Amigos Tire Cer	5	No Advertiser
146	51 523F	New	Airline @ Maple Ridge facing east bound traffic	Metairie	70001	Barto Appliance	5	Dan Burghardt
146	51 523R	New	Airline @ Maple Ridge facing east bound traffic	Metairie	70001	Barto Appliance	5	Dan Burghardt (rear)
147	55 532F	New	Airline @ Beresford facing West bound traffic	Metairie	70001	Metairie Club Estates	5	No Advertiser
148	82 525F	New	Airline @ LaSalle Park facing East bound traffic	Metairie	70003	LaSalle Park	2	Perrin's Restaurant
149	83 526F	New	6633 Airline facing East bound traffic	Metairie	70003	Dots Dinner	2	Victor Manning Driving School
150		New	Airline facing West bound traffic (Physical address 6001)			St Anthony's Rehab Center	2	Bench removed 9/8/09 - complaints
151	85 527F	New	Airline facing East bound traffic	Metairie	70003	Zephyr Stadium	2	Sauve Ent Inc dba Frostop
152	87 528F	New	Airline facing East bound traffic (between Zephyr & Saints)	Metairie	70003	Zephyr Stadium	2	Sunray Companies - Massage Envy
153	72 529F	New	Airline @ Stable Dr facing West bound traffic in front of McDonald's	Metairie	70003	McDonalds; Hibernia	2	Dan Burghardt
154	86 530F	New	Airline @ Trefney facing East bound traffic of Airline	Metairie	70003	Zephyr Stadium	3	St Catherine's Hospice
155	71 531F	New	Airline @ Trefney facing West bound traffic	Metairie	70003	Daquiri's	3	No Advertiser
156	56 524F	New	Airline @ Maple Ridge facing West bound traffic	Metairie	70001	Pho Orchid Express	5	No Advertiser
157	64 533F	New	Airline @ Houma Blvd facing West bound traffic @ red light	Metairie	70001	Pelican Point Car Wash	5	Parenton's Po-boys
158	42 534F	New	Airline @ Central Ave facing East bound traffic	Metairie	70001		5	Synergy / Frank D'Amico
159	48 535F	New	2000 Airline facing East bound traffic	Metairie	70001	Otis Elevator	5	Angela Klafert - Century 21 Action Realty

160	70	536F	New	Airline @ Elise facing West bound traffic	Metairie	70003	Winn Dixie	2	Bryan's United
161	79	537F	New	Airline @ Lynette facing East bound traffic	Metairie	70003	Bryan Chevrolet	3	No Advertiser
162	76	538F	New	Airline @ Starret facing West bound traffic	Metairie	70003	Oaktree Village Apts	3	Synergy / D'Amico
163	75	539F	New	Airline @ Ferris facing West bound traffic	Metairie	70003	Bryan Chevrolet/Susu	3	Bus bench removed 10/23/13
164	78	540F	New	Airline @ Wilker Neal Ave facing East bound traffic	Metairie	70003	Bryan Used Cars	3	Dan Burghardt
165	61	541F	New	Airline under Causeway overpass facing West bound traffic	Metairie	70001	Dollar Tree/Planet Fit	5	Synergy / D'Amico
166	67	542F	New	Airline @ Harang Ave facing west bound traffic	Metairie	70001	Capital One	2	No Advertiser
167	90	543F	New	Airline @ Harang facing East bound traffic	Metairie	70001	Bevi Seafood	2	Sauve Ent Inc. dba Frostop
168	69	544F	New	Airline @ Orlando facing West bound traffic	Metairie	70003	Knight Inn	2	No Advertiser
169	88	545F	New	Airline @ Orlando facing East bound traffic	Metairie	70003	Saints Facility	2	No Advertiser
170	54	588F	New	Airline @ L&A Rd facing West bound traffic of Airline Hwy	Metairie	70001		5	No Advertiser
171	53	589F	New	Airline @ L&A Rd facing East bound traffic of Airline Hwy	Metairie	70001		5	No Advertiser
172	50	546F	New	Airline @ Ridgewood facing East bound traffic	Metairie	70001	Lumber Products	5	No Advertiser
173	57	547F	New	Airline @ Ridgewood facing West bound traffic	Metairie	70001	Lucky Coin	5	No Advertiser
174	81	548F	New	Airline @ Lester Ave facing East bound traffic	Metairie	70003	MA Green/Metairie Bank across the street	3	No Advertiser
175	89	549F	New	Airline @ Transcontinental facing East bound traffic	Metairie	70001	Garden of Memories	5	No Advertiser
176	68	550F	New	Airline @ Transcontinental facing West bound traffic	Metairie	70001	Texaco	5	Property Dr., LLC
177	49	551F	New	1700 Airline facing East bound traffic	Metairie	70001	LeJouet Toy Store	5	Synergy / D'Amico
178	43	552F	New	Airline @ Bellevue facing East bound traffic	Metairie	70001	Lee's Hamburger	5	Bryan Schexnayder - State Farm
179	58	553F	New	1893 Airline facing West bound traffic	Metairie	70001	Hurwitz Mintz	5	State Farm - Nora Holmes
180	59	554F	New	2139 Airline Dr facing West bound traffic	Metairie	70001	Celebration Church	5	Property Dr, LLC

181	60	555F	New	Airline @ Labarre facing West bound traffic	Metairie	70001	Rouse's - Strip Mall	5	Sunray Companies - Message Envy
182	80	556F	New	Airline @ N Howard facing East bound traffic	Metairie	70003	Bent Marine	3	No Advertiser
183	74	557F	New	Airline @ N Howard facing West bound traffic	Metairie	70003	O' Reilly Auto Parts	3	Dan Burghardt
184	73	558F	New	Airline @ Lester facing West bound traffic of Airline	Metairie	70003	MA Green Shopping Ctr	3	Jahida Lewis - Crawford Attorney
185	65	559F	New	Airline @ N Woodlawn Ave facing West bound traffic	Metairie	70001	Le's Vietnamese & Seafood	5	8/18/17 Removed bus bench due to construction
186	77	560F	New	Airline @ Grove facing East bound traffic	Metairie	70003	Popeye's	3	No Advertiser
187	47	561F	New	Airline facing East bound traffic before train trustee	Metairie	70001	Lafarge Concrete	5	No Advertiser
188	142	562F	New	Severn @ Johnson Street	Metairie	70001	Johnson St. Post Offi	5	Dan Burghardt
189	41	563F	New	Airline @ Clearview facing east bound traffic far side	Metairie	70001	Jim Owens Flooring	5	Crescent City Signs
190	2	564F	New	S Clearview & Corporate facing South bound traffic of Clearview at red light	Jefferson	70121		2	Mass Mutual - Bryan Palmisano
191			New	Clearview facing North bound traffic 1/2 block off of Huey P Long Bridge			Closed gas station	2	Bus bench removed 9/6/11 construction
192	3	565F	New	834 S Clearview Pkwy facing South bound traffic	Jefferson	70123	Fire Station-next to Huey Long upramp	2	Sunray Companies - Massage Envy
193	1	566F	New	Clearview Pkwy @ Utopia	Metairie	70001		2	Five Guy's Hamburgers
193	1	566R	New	Clearview Pkwy @ Utopia	Metairie	70001		2	Dan Burghardt (rear)
194	147	567F	New	Clearview @ West Metairie facing South bound traffic	Metairie	70001	Shell Gas Station	5	Absolute Auto Title & Notary
195	40	568F	New	Clearview @ Newmnan Ave facing North bound traffic	Metairie	70001	1 block before Airline	2	Dan Burghardt
196	91	569F	New	Clearview @ West Napoleon facing North bound traffic	Metairie	70001	Crown Buick	5	Cajun Color, Inc.
197	132	570F	New	Clearview @ West Napoleon facing South bound traffic	Metairie	70001	Whitney Bank	5	Dan Burghardt
197	132	570R	New	Clearview @ West Napoleon facing South bound traffic	Metairie	70001	Whitney Bank	5	Dan Burghardt (rear)
199	102	571F	New	Veterans Blvd @ Bonabel Blvd facing west bound traffic visible to 3 traffic directions and pedestrian	Metairie	70005	Walgreens	4	Dan Burghardt
199	97	572F	New	Veterans @ Nursery facing East bound traffic	Metairie	70005	Investar Bank	5	Doctor's After Hours Urgent Care

200	127	573F	New	5600 Veterans Blvd	Metairie	70003	Royal Honda Dealership	4	Howell & Associates
201	120	574F	New	Veterans Blvd @ Clearview Shopping Center facing West bound traffic visible to Clearview Shopping	Metairie	70006	Clearview Shopping Center / Pizza Florence	5	12/24/13 Bus Bench removed
202	93	575F	New	Veterans @ Melody Dr facing East bound traffic	Metairie	70005	Safari Car Wash	5	Doctor's After Hours Urgent Care
203	95	576F	New	Veterans @ Brockenbraugh Ct facing East bound traffic of Veterans	Metairie	70005	C&S Family Pharmacy	5	Lampighter
204	124	577F	New	2801 Veterans Blvd facing East bound traffic	Metairie	70002	A-1 Appliance/Walmart	4	Sunray Companies - Massage Envy
204	124	577R	New	2801 Veterans Blvd facing East bound traffic	Metairie	70002	A-1 Appliance	4	Dan Burghardt (rear)
205	94	578F	New	Veterans Blvd @ Aurora facing East bound traffic	Metairie	70005	Home Bank	5	Bottom Line Consulting (Home Bank)
206	96	579F	New	Veterans Blvd @ Fois facing East bound traffic	Metairie	70005	Dorignac's Grocery	5	No Advertiser
207	99	580F	New	Veterans Blvd @ Sena facing West bound traffic	Metairie	70005	Florida Parishes Bank	5	Five Guys - Bayou Best Burgers
208	126	581F	New	Veterans facing East bound traffic @ I-10	Metairie	70003	across the street from Best Buy @ red light	4	No Advertiser
209	125	754F	New	8814 Veterans Blvd facing East bound traffic	Metairie	70003	America's Best / Chapelle High School	4	Riguer Silva Law Office
210	128	582F	New	Veterans @ Kent Ave facing East bound traffic	Metairie	70002	Puccino's Coffee House	4	Anytime Fitness
211	130	583F	New	Veterans @ Lime St facing East bound traffic	Metairie	70002	Cafe DeMonde	4	Fradella's Collision
212	98	584F	New	Veterans @ E Williams David Pkwy facing West bound traffic of Veterans	Metairie	70005	Sweet Thing Grill	5	No Advertiser
213	92	585F	New	Veterans @ Richland facing East bound traffic	Metairie	70002	Parretti's	5	Dan Burghardt
214	100	586F	New	Veterans @ Brockenbraugh Ct facing West bound traffic	Metairie	70005	Sidelines Bar & Grill	5	No Advertiser
215	101	587F	New	Veterans @ Aurora Ave facing West bound traffic	Metairie	70005	Car Quest Auto Parts / Old Moby Dicks Lounge	5	Tajie Insurance
216	103	590F	New	Veterans @ Hesper facing West bound traffic	Metairie	70005	Med Vet Pet Medical	5	No Advertiser
217	104	591F	New	Veterans @ Metairie Heights facing West bound traffic	Metairie	70002	Shogun	5	Sunray Companies - Massage Envy

218	119	592F	New	Veterans @ Taft Pk facing West bound traffic	Metairie	70002	Fidelity Homestead Parking Lot	5	Parran's Po-boys
219	121	593F	New	Veterans @ Green Acres facing West bound traffic	Metairie	70003	Discount Zone	4	Dan Burghardt
220	131	594F	New	4630 Veterans Blvd facing East bound traffic	Metairie	70006	David's Bridal	5	Harold's Plumbing
221	122	595F	New	Veterans @ Power facing West bound traffic	Metairie	70003	Vacant Lot	4	Dan Burghardt
222			New	Veterans Blvd @ Hudson St facing West bound traffic			Sports Authority	5	Bench removed 2/8/11 - complaint
223	129	596F	New	Veterans @ Transcontinental facing North bound traffic	Metairie	70006	Chevron	4	Synergy / D'Amico
224	123	597F	New	Veterans @ Mississippi Ave facing West bound traffic	Metairie	70003	West Gate Center/Academy	5	No Advertiser
225			New	West Esplanade by Grace King			Grace King	5	Bench removed 11/12/08 - construction near site
226	114	598F	New	West Esplanade @ Edenborn facing East bound traffic of West Esplanade @ intersection	Metairie	70002	Shell Gas Station	5	Mr. Eds
227	115	599F	New	West Esplanade @ Causeway (intersection)	Metairie	70002	Exxon Station	5	Synergy / D'Amico
228	112	600F	New	4352 Houma Blvd facing south bound traffic	Metairie	70006	Rite Aid	5	Pulse Home Health
228	112	600R	New	4352 Houma Blvd REAR faces parking lot of Rite Aid traffic exiting to Houma towards hospital	Metairie	70006	Rite Aid	5	Pulse Home Improvements (rear)
229	111	601F	New	West Esplanade @ Lake Villa Dr facing West bound traffic	Metairie	70006		5	Austin's Restuarant
230	110	602F	New	West Esplanade @ N Hullen facing West bound traffic	Metairie	70006	Hullen Townhomes	5	Stephen Rue & Associates
231	133	603F	New	4729 West Napoleon facing West bound traffic	Metairie	70001	Jefferson Parish Library	5	Lion's Bingo Hall
232	134	604F	New	West Napoleon @ N Hullen facing West bound traffic	Metairie	70006	Severn Pointe	5	BAJA NOLA, LLC
233	113	605F	New	Houma Blvd facing north bound traffic	Metairie	70006	Wendy's & East Jefferson Hospital	5	Dan Burghardt
234	14	606F	New	Jefferson Hwy & Midway (nearest to Midway Dr) facing west bound traffic	River Ridge	70123	McDonalds	2	Dial One Broussard Appliance Service
234	14	606R	New	Jefferson Hwy & Midway (nearest to Midway Dr) facing west bound traffic	River Ridge	70123	Highland Square Shopping Center / McDonalds	2	Dan Burghardt (rear)

235	19 607F	New	Jefferson Hwy @ Cumberland St facing East bound traffic	River Ridge	70123	Jefferson Community Health Center	2	Taje Insurance
236	20 608F	New	Jefferson @ Upland Ave facing East bound traffic	River Ridge	70123	Mark Twain II Apartments	2	Ohio Management, LLC
237	13 609F	New	Jefferson Hwy @ Orchard Rd facing West bound traffic	River Ridge	70123	Rotolo's Pizzeria	2	Synergy / D'Amico
238	21 610F	New	Jefferson Hwy @ Valerie St facing East bound traffic	River Ridge	70123	Pure Gas Station	2	No Advertiser
239	31 611F	New	Jefferson Hwy @ Julius Ave facing East bound traffic	Jefferson	70121	River Dale Middle School	2	No Advertiser
240	39 612F	New	Jefferson Hwy @ Central Ave (North East Corner) facing West bound traffic	Jefferson	70121	Walgreen's	2	Dan Burghardt
240	39 612R	New	Jefferson Hwy @ Central Ave (North East Corner) facing West bound traffic	Jefferson	70121	Walgreen's	2	Dan Burghardt (rear)
241	23 613F	New	Jefferson Hwy @ Citrus Rd facing East bound traffic	River Ridge	70123	Red Light	2	Salon D'Ingianni
242		New	Jefferson Hwy near Clearview facing west bound traffic under train track (in the Huey P Long Circle)				2	8/2012 Removed bench due to construction
243		New	Jefferson Hwy on side of Clearview Overpass (a)			Dollar Tree / Academy	2	8/13/10 Removed bench temporarily due to construction
244		New	Jefferson Hwy on side of Clearview Overpass (b)			Dollar Tree / Academy	2	8/13/10 Removed bench temporarily due to construction
245	6 616F	New	5743 Jefferson Hwy facing West bound traffic	Jefferson	70123	Complete Filter	2	No Advertiser
246	7 614F	New	5901 Jefferson Hwy facing West bound traffic	Jefferson	70123	Elliot	2	Triton Stone
247	29 615F	New	5900 Jefferson Hwy facing East bound traffic at Brookhollow Esp	Jefferson	70123	Light Bulb Depot	2	Brehms Exterior Specialist
248	32 617F	New	Jefferson Hwy @ Lauricella facing East bound traffic	Jefferson	70121	Water Works	2	Dan Burghardt
249	36 618F	New	Jefferson Hwy @ Dakin facing East bound traffic	Jefferson	70121	Salvation Army across from Lowe's	2	No Advertiser
250	30 619F	New	5728 Jefferson Hwy facing East bound traffic	Jefferson	70123	Red White Blue	2	Advanced Building Products
251	17 620F	New	Jefferson Hwy @ Little Farms facing West bound traffic	River Ridge	70123		2	Bryan Schexnayder - State Farm

252	18 621F	New	Jefferson Hwy @ Tullulah Ave facing West bound traffic	River Ridge	70123	Crescent Discount	2	No Advertiser
253	33 622F	new	Jefferson Hwy @ Maine St facing East bound traffic	Jefferson	70121	Jefferson Plaza Shopping Center	2	No Advertiser
254	35 623F	New	300 Jefferson Hwy facing East bound traffic	Jefferson	70121	300 Business Park	2	Synergv / D'Amico
255	22 624F	New	Jefferson Hwy @ Mark Twain Dr facing East bound traffic	River Ridge	70123	Mark Twain I Apartments	2	No Advertiser
256		New	Jefferson Hwy @ Entrance of Walmart facing East bound traffic of Jefferson Hwy			Walmart	2	6/8/11 Removed bench due to construction
257	37 625F	New	1475 Jefferson Hwy facing West bound traffic	Jefferson	70121	Across from Ochser	2	6/12/13 Removed due to construction
258	34 626F	New	900 Jefferson Hwy facing East bound traffic	Jefferson	70121	Critical Care Car Wash	2	Regan Law
259	8 627F	New	5615 Jefferson Hwy facing West bound traffic	Jefferson	70123	Groetsch Wholesale	2	Brehms Exterior
260	4 628F	New	Jefferson Hwy @ Plantation facing West bound traffic (a) right side	Jefferson	70123	Rally's	2	Synergy / D'Amico
261	5 629F	New	Jefferson Hwy @ Plantation facing West bound traffic (b) left side	Jefferson	70123	Rally's	2	Sunray Companies - Massage Envy
262	38 630F	New	Jefferson Hwy @ Claiborne Dr facing West bound traffic	Jefferson	70121	Piccadilly	2	Dan Burghardt
263	15 631F	New	Jefferson Hwy @ Garden Rd facing west bound traffic	River Ridge	70123	Breaux Mart	2	No Advertiser
264	16 632F	New	Jefferson @ Manguno Rd facing West bound traffic	River Ridge	70123	St Matthew's Church	2	No Advertiser
265	24 633F	New	Jefferson Hwy @ Upstream facing East bound traffic	River Ridge	70123	Riverside Church	2	No Advertiser
266	25 634F	New	Jefferson Hwy @ Hennessey Ct facing East bound traffic	River Ridge	70123		2	No Advertiser
267		New	Jefferson Hwy @ Central facing East bound traffic			Jack's Discount Pharmacy	2	Bench removed - complaint
268	139 635F	New	Metairie Rd @ Elmeer facing East bound traffic	Metairie	70005	Munholland Methodist Church	5	Premier Fitness
268	139 635R	New	Metairie Rd @ Elmeer Ave facing West bound traffic	Metairie	70005	Munholland Methodist Church	5	Doctor's After House Urgent Care (rear)
269	140 636F	New	Metairie Rd & Bonnabel facing West bound traffic	Metairie	70005	St Catherine's of Sienna	5	Doctor's After Hours Urgent Care
270	135 637F	New	Metairie Rd & Livingston Pl facing East bound traffic	Metairie	70005	Majoria Drugs	5	Italy Direct

270	135 637R	New	Metairie Rd & Livingston Pl REAR faces north bound traffic of Livingston	Metairie	70001	Majoria Drugs	5	Dan Burghardt (rear)
271	136 638F	New	Metairie Rd & Ellis Pkwy facing East bound traffic	Metairie	70005	Aucoin Hart	5	Nick Pontiff - State Farm
271	136 638R	New	Metairie Rd & Ellis Pkwy facing East bound traffic	Metairie	70005	Aucoin Hart	5	Dan Burghardt (rear)
272	138 500F	New	Metairie Rd @ W William David Pkwy facing West bound traffic	Metairie	70005		5	Italy Direct
273		Old	Metairie Rd near Ellis facing East bound traffic			Aucoin Hart	5	Bench Removed due to construction
274		Old	Metairie Rd			Railroad Track-Frisco	5	Bench Removed 3/21/11
275		Old	Metairie Rd & Holly Dr facing East bound traffic			Shell	5	Bench Removed 9/28/11
276		Old	Metairie Rd & Farnham Pl facing East bound traffic				5	Bench removed 7/11/12 due to complaint
277	137 501F	New	Metairie Rd & Ave A facing West bound traffic	Metairie	70005	Metairie Office Tower - Across from St Francis Xavier	5	Sweat Factory
278	141 502F	New	Metairie Rd & Sierra Ct facing West bound traffic	Metairie	70001	Sue's Jewelers	5	Removed 2/21/18 - Bus bench removed due to construction and changes to right of way due to building.
279	756F	New	3236 Metairie Rd facing east bound traffic	Metairie	70001	JPSO East Bank Command Center	5	Synergy / D'Amico
280	757F	New	3344 Metairie Rd east bound traffic	Metairie	70001	Metairie Bank	5	No Advertiser

Council District 1	51
Council District 2	90
Council District 3	48
Council District 4	10
Council District 5	80

Total No of New Benches	280
Benches removed	34
Benches with no advertiser	92
	<hr/>
	154

Total No of New Benches w/ Advertiser	154
Cost of New Benches	\$ 23.50
Due to Jefferson Parish	\$ 3,619.00

Go graphics, LLC hereby certifies that all statements and payments are true and correct.

Go graphics, LLC hereby acknowledges that no sub contractors have been added to the contract without prior council approved by resolution.

Michele Spurgeon, Agent

GO GRAPHICS LLC
516 CLEARVIEW PARKWAY
METAIRIE, LA 70001
504-888-0888

EXPLANATION	AMOUNT
Lease Payment	
7/31/18	

EBreer® Check Fraud
Protection by Balance

14-9/650



CHECK
AMOUNT



Security
Features
Available
on Back

\$ 3619.00

PAY TO THE ORDER OF

DATE	DESCRIPTION	CHECK NO.
8/31/18	Jefferson Parish	9099

Three thousand nine hundred ninety nine DOLLARS

W. D. Skye

Capital One, N.A.



JPCO Section 32-1



Sec. 32-1. - Signs along rights-of-way, etc.

- (a) **Prohibition.** Except as otherwise provided by law or under an exception of this chapter, it shall be unlawful for any person to paste, post, paint, print, nail or otherwise erect or maintain upon any curb, gutter, flagstone, tree, lamppost, awning post, telephone pole, public utility pole, public garbage bin, bus shelter, bridge abutment, parish highway, highway fence, parking meter, mail box, vehicle, traffic signal stanchion, bench, traffic barrier, hydrant, public pay phone, public building, wooden or iron railings of public buildings, or other such item or structure in any right-of-way, servitude, street, roadway, emergency lane, median, neutral ground, shoulder of a road, and/or sidewalk any sign, marker, placard, poster, handbill, notice, light, signal light, warning or direction sign, or any sign bearing any commercial advertising; nor shall any person direct or permit any agent, employee or other person under his or her control to engage in such an activity.
- (1) **Exception for realtors.** Registered real estate agents may place temporary, non-illuminated signs advertising real estate for sale on a right-of-way, servitude, median, neutral ground, or shoulder of a road only between the hours of 11:00 a.m. and 5:00 p.m. on Saturdays and Sundays. This section shall not apply to realtors' signs that are posted on private property, and conform to the requirements of section 40-686.
- (b) **Authority for removal.**
- (1) Any sign, marker, light, signal light, poster, placard, handbill, warning or direction sign or any sign bearing any commercial advertising that is erected or maintained on any curb, gutter, flagstone, tree, lamppost, awning post, telephone pole, public utility pole, public garbage bin, bus shelter, bridge abutment, parish highway, highway fence, parking meter, mail box, vehicle, traffic signal stanchion, bench, traffic barrier, hydrant, public pay phone, public building, wooden or iron railing of a public building, or other such item or structure in any right-of-way, servitude, street, roadway, emergency lane, median, neutral ground, shoulder of a road in violation of the foregoing section shall be considered abandoned and therefore subject to immediate removal and disposal by the department of inspections and code enforcement or by the department of parkways or by the department of public works, including drainage, water, sewerage, pump stations, capital projects, streets and engineering, as soon as possible after any of these departments is made aware of the location of such signs on public property.
- (2) The parish, through the department of inspection and code enforcement, shall give due process notice by certified letter to all political candidates who qualify for an election that will take place within the unincorporated areas of Jefferson Parish that signs illegally placed on any public right-of-way, shall be considered abandoned property subject to immediate removal and disposal by the parish without further notice.
- (3) The parish shall give due notice to all garage sale permittees and to all operators of businesses in the parish by placing a notice on the applications for the zoning clearance required for an occupational license in the parish and on the annual renewal applications for occupational licenses

in the parish that signs illegally placed on any public property, including but not limited to, public rights-of-way, shall be considered abandoned property subject to immediate removal and disposal by the parish without further notice.

- (4) The parish shall give due process notice to the general public by the publication of this section in the official newspaper/journal of the parish that the posting of signs on public property, including but not limited to, public rights-of-way, shall be considered abandoned property subject to immediate removal and disposal by the parish without further notice.
 - (5) Any sign, marker, poster, placard, handbill, warning or direction sign or any sign bearing any commercial advertising that is erected or maintained on any public property or structure in violation of section 32-1 is deemed abandoned property, and may be taken down, removed or destroyed by any person, provided that such removal will not cause damage to the property or structure upon which the sign or other posting is posted; any person wishing to remove a sign or other posting that is in violation of section 32-1(a) may not trespass in order to do so; nor may any person remove a sign or other posting that falls under an exception of this chapter, or that they have reason to believe was posted with the consent of parish government.
 - (6) If signs of registered realtors remain on a right-of-way, servitude, street, roadway, median, neutral ground, or shoulder of a road except for the hours allowed by this section, such signs may be removed by anyone, so long as such removal complies with the requirements of section 32-1(b)(5).
- (c) *Exception for signs placed by governmental authority.* Nothing in this chapter shall be construed as prohibiting the department of public works from erecting and maintaining signs designating street names, traffic signals, markers and control signs or highway markers, or any department, agency or political subdivision of the parish from posting signs designating public works, buildings, historic sites, school signs or other signs of a public and civic nature or any signs, placards, posters or notices normally posted or placed by said department, agency or political subdivision in the discharge and exercise of its duties and functions or as required by rule, resolution, ordinance or statute.
- (d) *Council permission.* The prohibitions of this section shall not apply when express approval is obtained from the council by resolution and a permit is obtained from the departments of the parish government designated by the council to grant such permits, as provided for in this chapter.

(Code 1961, §§ 12-30—12-32; Ord. No. 16026, § 1, 5-9-84; Ord. No. 18046, § 2, 7-25-90; Ord. No. 19673, §§ 1, 2, 4-10-96; Ord. No. 20186, §§ 1—4, 11-5-97; Ord. No. 22268, § 1, 7-14-04; Ord. No. 23233, § 8, 1-23-08; Ord. No. 23302, § 1, 5-7-08; Ord. No. 24364, § 1, 11-7-12; Ord. No. 24630, § 1, 12-11-13)

Sec. 32-2. - Advertisements; posting or painting in certain places prohibited.

It shall be unlawful for any person to post or paint advertisements of any kind whatsoever on any of the streets or curbing of the gutters, flagging, gutterstones, telephone, telegraph, or any utility posts or wooden or iron railings of any of the public buildings.

(Code 1961, § 12-32.1; Ord. No. 23302, § 2, 5-7-08)

Resolutions



On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 119280

A resolution authorizing the Jefferson Parish Purchasing Department to Advertise a Request For Proposals (RFP) to individuals and firms interested in providing and maintaining **advertisement seating benches at bus stops** throughout the Jefferson Parish service area for the Department of Transit Administration. (Parishwide)

WHEREAS, pursuant to Resolution No.103261 date the 13th day of April, 2005 the Parish and Go Graphics, LLC entered into that certain contract to provide and maintain advertisement seating benches at bus stop throughout the Jefferson Parish service area for the Department of Transit Administration; said agreement shall expire on September 1, 2012; and

WHEREAS, it is in the best interest of the Parish of Jefferson to re-advertise and contract for these services; and

WHEREAS, these services are revenue generating services better suited to the RFP process than other procurement methods available to the Parish of Jefferson.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council as governing authority of the Parish of Jefferson, State of Louisiana:

SECTION 1. That the Jefferson Parish Purchasing Department, be and is hereby authorized to advertise a Request for Proposals (RFP) to individuals and firms interested in providing and maintaining advertisement seating benches at bus stops throughout the Jefferson Parish service area for he Department of Transit Administration.

SECTION 2. That the proposals will be evaluated by a committee consisting of one (1) representative from each of the following Departments: Department of Transit Administration; Council's Office of Research and Budget; Jefferson Parish Purchasing Department; Jefferson Parish Finance Department and the Office of the Parish Attorney.

SECTION 3. That any and all costs associated with this resolution shall be funded from and by the Jefferson Parish Department of Transit Administration , Account No. 21670-2000-7540.

SECTION 4. That the Council Chairman or in his absence the Vice-Chairman is hereby authorized to execute and sign all documents necessary to give full force and effect to this resolution.

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

YEAS: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted on this the **25th day of July, 2012.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 119853

A resolution selecting a firm to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267. (Parishwide)

WHEREAS, pursuant to Resolution No. 119280 dated the 25th day of July, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for the submittal of Requests for Proposals (RFP) from individuals or firms interested and qualified to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration; and

WHEREAS, the Evaluation Committee met on October 19, 2012 to review the proposers' submittals; and

WHEREAS, the Secretary of the Evaluation Committee notified the Council Chairman of the results of the Evaluation Committee by letter dated October 19, 2012.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. That the Council does hereby select **Go-Graphics, LLC.** to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267.

SECTION 2. That the Administration shall negotiate a contractual agreement with **Go-Graphics, LLC** .to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267, and said agreement shall be submitted to the Council in complete form, including all terms and conditions, for approval, authorization and ratification by Council Resolution prior to execution of said agreement.

SECTION 3. That the Council Chairman or in his absence the Vice-Chairman is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted on this the **7th day of November, 2012.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered as amended:

RESOLUTION NO.120981

A resolution ratifying a three-year agreement with **Go-Graphics, LLC** to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267. (Parishwide)

WHEREAS, pursuant to Resolution No. 119280 dated the 25th day of July, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for the submittal of Requests for Proposals (RFP) from individuals or firms interested and qualified to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration; and

WHEREAS, pursuant to Resolution No. 119853 dated November 7, 2012, the Jefferson Parish Council selected Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. That the three-year agreement between Jefferson Parish and Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267 is hereby ratified.

SECTION 2. That the revenues generated by this Agreement be placed into Account No. 21670-0000-5368.

SECTION 3. That the Periodic/Annual Report Section of the Agreement shall allow Parish to request an audited report from Firm with 30 days written notice.

SECTION 4. That the Substitution of Personnel Section of the Agreement shall require Parish approval only for essential Personnel.

SECTION 5. That the termination language be amended to termination for cause within thirty days notice to Firm.

SECTION 6. That the Indemnification language be amended to say: "FIRM shall not indemnify Parish against claims, demands, suits, costs, liabilities or judgments related to PARISH's editorial right to review and/or reject advertisements and PARISH shall indemnify FIRM against claims, demands, suits, costs liabilities or judgments for sums of money directly related to the PARISH's editorial right to review and/or reject advertisements."

SECTION 7. That the FIRM shall supply and maintain a minimum of two hundred and fifty five (255) benches during the term of this Agreement. If 80% of the then existing number of bus benches have paid advertising, FIRM may increase the then existing number of benches by 5% provided that Manager must give its approval of the location of the benches which such approval shall not be unreasonably withheld, conditioned or delayed.


SECTION 8. That the Council Chairman or in his absence the Vice-Chairman is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7 NAYS: None ABSENT: None

This resolution was declared to be adopted on this the **15th day of May, 2013.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered as amended:

RESOLUTION NO. 121289

A resolution rescinding Resolution No. 120981, adopted May 15, 2013, and ratifying a revised three-year agreement with **Go-Graphics, LLC** to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267. (Parishwide)

WHEREAS, pursuant to Resolution No. 119280 dated the 25th day of July, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for the submittal of Requests for Proposals (RFP) from individuals or firms interested and qualified to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration; and

WHEREAS, pursuant to Resolution No. 119853 dated November 7, 2012, the Jefferson Parish Council selected Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267; and

WHEREAS, pursuant to Resolution No. 120981, adopted May 15, 2013, the Jefferson Parish Council ratified a three year agreement with Go-Graphics; and

WHEREAS, in order to obtain the bond, the surety company of the vendor has requested additional language in the agreement;

WHEREAS, the agreement has been revised to reflect the additional bond language.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. That Resolution No. 120981 is hereby rescinded; and

SECTION 2. That the attached revised three-year agreement between Jefferson Parish and Go-Graphics, LLC to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267 is hereby ratified.

SECTION 3. That the revenues generated by this Agreement be placed into Account No. 21670-0000-5368.

SECTION 4. That the Periodic/Annual Report Section of the Agreement shall allow Parish to request an audited report from Firm with 30 days written notice.

SECTION 5. That the Substitution of Personnel Section of the Agreement shall require Parish approval only for essential Personnel.

SECTION 6. That the termination language be amended to termination for cause within thirty days notice to Firm.

SECTION 7. That the Indemnification language be amended to say: "FIRM shall not indemnify Parish against claims, demands, suits, costs, liabilities or judgments related to PARISH's editorial right to review and/or reject advertisements and PARISH shall indemnify FIRM against claims, demands, suits, costs liabilities or judgments for sums of money directly related to the PARISH's editorial right to review and/or reject advertisements."

SECTION 8. That the FIRM shall supply and maintain a minimum of two hundred and fifty five (255) benches during the term of this Agreement. If 80% of the then existing number of bus benches have paid advertising, FIRM may increase the then existing number of benches by 5% provided that Manager must give its approval of the location of the benches which such approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 9. That the Council Chairman or in his absence the Vice-Chairman is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the **24th day of July, 2013.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

On motion of **Mr. Zahn**, seconded **Ms. Lee-Sheng**, the following resolution was offered as amended:

RESOLUTION NO. 126515

A resolution ratifying the First Amendment to the Services Agreement between the Parish of Jefferson and Go-Graphics, LLC to extend the agreement for an additional three (3) years with an option to renew for two (2) years; and to provide for related matters. (Parishwide)

WHEREAS, pursuant to Resolution No. 121289 adopted on July 24, 2013, the Parish of Jefferson and Go-Graphics, LLC entered into a Services Agreement dated the 10th day of September, 2013, to provide Transit Bus Stop Advertising Seating Benches for the Jefferson Parish Department of Transit Administration under RFP No. 0267; and

WHEREAS, Go-Graphics, LLC shall re-furbish all benches within unincorporated Jefferson Parish which need improvements and repairs;

WHEREAS, in the event the location of any bench installation or refurbishment interferes with existing or proposed public utilities or with the construction or reconstruction of adjacent roadways or other public facilities such that the bench must be removed or relocated, Go-Graphics, LLC shall be responsible for such removal or relocation; and

WHEREAS, the Parish of Jefferson and Go-Graphics, LLC wish to amend the Services Agreement to extend the term for an additional three (3) years with an option to renew for two (2) years.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the First Amendment to the Services Agreement between the Parish of Jefferson and Go-Graphics, LLC to extend the agreement for an additional three (3) years with an option to renew for two (2) years; and to provide for related matters, is hereby ratified.

SECTION 2. That the revenues generated by this Agreement be placed into Account No. 21670-0000-5368.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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


YEAS: 7

NAYS: None

ABSENT: None

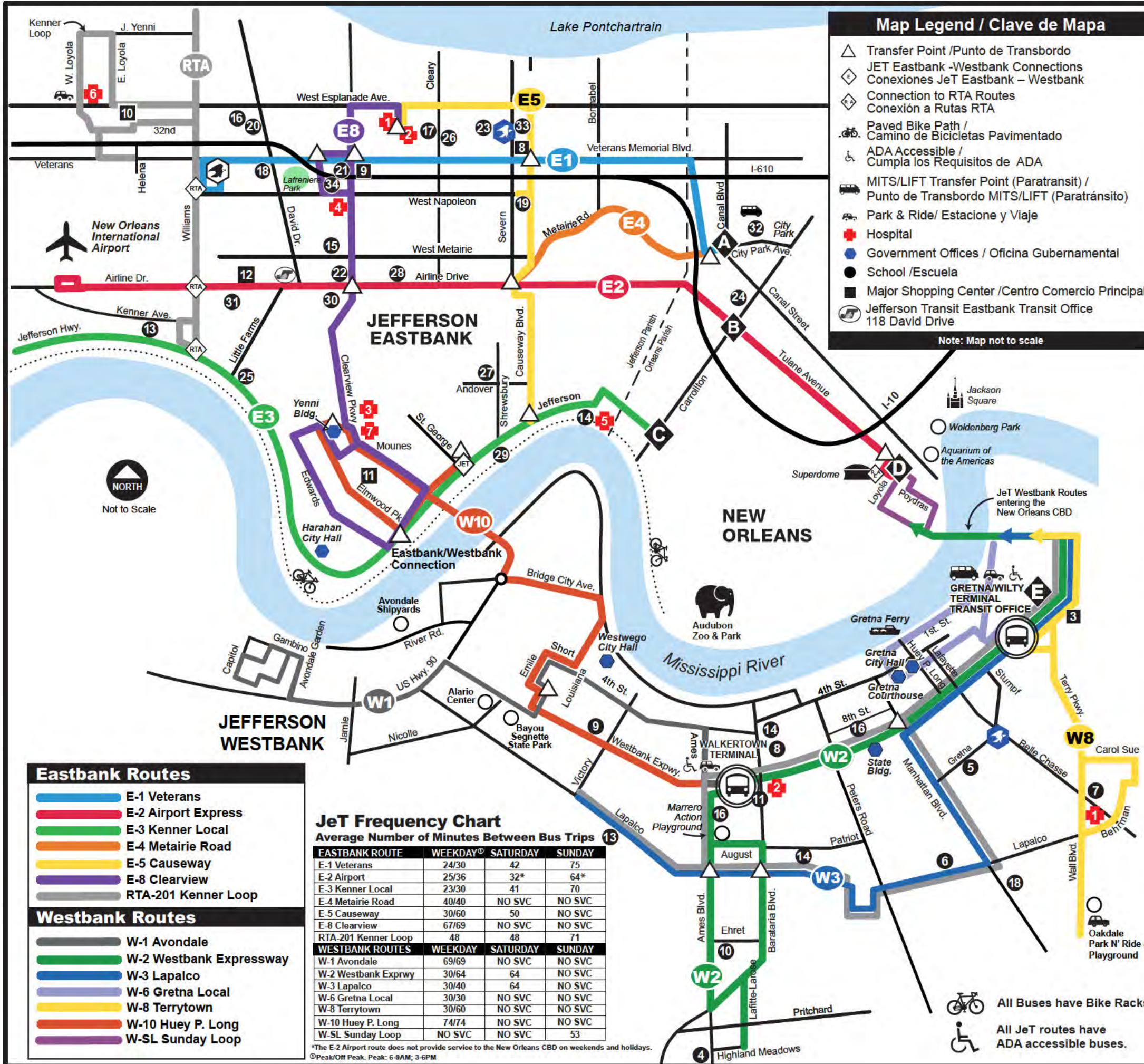
The resolution was declared to be adopted on this the **17th day of February, 2016.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Bus Route Map





EASTBANK		WESTBANK	
MAJOR HOSPITALS / HOSPITALES PRINCIPALES		MAJOR HOSPITALS / HOSPITALES PRINCIPALES	
1	Doctors Hospital of Jefferson 4320 Houma Blvd., Metairie	1	Ochsner Medical Center - Westbank 2500 Belle Chasse Hwy., Gretna
2	East Jefferson General Hospital 4200 Houma Blvd., Metairie	2	West Jefferson Medical Center Blvd. 1101 Medical Center Blvd., Marrero
3	Tulane Rehabilitation Center 1201 S. Clearview Pkwy., Jefferson	MAJOR SHOPPING AREAS / ÁREAS COMERCIALES PRINCIPALES	
4	Tulane - Lakeside Hospital 4700 S. I-10 Service Rd., Metairie	3	Oakwood Shopping Center
5	Ochsner Medical Foundation 1516 Jefferson Hwy., Jefferson	MIDDLE SCHOOLS / ESCUELA SECUNDARIA	
6	Ochsner Medical Center - Kenner 180 West Esplanade Ave., Kenner	4	Ellender Middle School 4501 E. Ames Blvd., Marrero
7	Ochsner Medical Center - Elmwood 1221 S. Clearview Pkwy., Harahan	5	Gretna Junior High School 910 Gretna Blvd., Gretna
MAJOR SHOPPING AREAS / ÁREAS COMERCIALES PRINCIPALES		6	Helen Cox Middle School 2201 Lapalco Blvd., Harvey
8	Lakeside Shopping Center	7	Livadais Junior High School 925 Lamar Avenue, Gretna
9	Clearview Shopping Center	8	Marrero Middle School 4100 Seventh Street, Marrero
10	The Esplanade	9	Stella Worley Middle School 801 Spartans Drive, Westwego
11	Elmwood Village	10	Truman Middle School 5417 Ehret Road, Marrero
12	M.A. Green	HIGH SCHOOLS / COLEGIOS	
MIDDLE SCHOOLS / ESCUELA SECUNDARIA		11	Archbishop Shaw High School 1000 Salesian Lane, Marrero
13	Barbre Middle School 1610 Third St., Kenner	12	Higgins High School 7201 Lapalco Blvd., Marrero
14	Deckbar School 2012 Jefferson Hwy.	13	Academy of Our Lady High School 537 Avenue D, Marrero
15	T.H. Harris Middle School 911 Elise St., Metairie	14	John Ehret High School 4300 Patriot Street, Marrero
16	Roosevelt Middle School 3315 Maine Ave., Kenner	15	West Jefferson High School 2200 8th Street, Harvey
17	Meisler Junior High 3700 Cleary, Metairie	OTHER SCHOOLS AND LIBRARIES / OTRAS ESCUELAS AND BIBLIOTECAS	
HIGH SCHOOLS / COLEGIOS		16	Joseph E. Cullier, Sr. Career Center 1429B Ames Blvd., Marrero
18	Archbishop Chapelle High School 8800 Veterans Blvd., Metairie	17	Westbank Regional Library 2751 Manhattan Blvd., Harvey
19	Archbishop Rummel High School 1901 Severn Ave., Metairie	CONNECTING RTA LINES / LÍNEAS DE ENLACE DE RTA	
20	Bonnabel High School 8800 Bruin Dr., Kenner	Canal Blvd. & City Park Ave. 27 - Louisiana 45 - Canal 47 - Canal Streetcar 91 - Jackson - Esplanade	
21	Crescent City Christian School 4828 Utica St., Metairie	Carrollton Ave. & Tulane Ave. 27 - Louisiana 32 - Leonidas 39 - Tulane	
22	East Jefferson High School 400 Phlox, Metairie	Carrollton Ave. & Claiborne Ave. 12 - St. Charles 16 - South Claiborne 39 - Tulane	
23	Grace King High School 4301 Grace King Place, Metairie	RTA routes entering the New Orleans CBD / Rutas de RTA entrando el CBD de New Orleans	
24	Jesuit High School 4133 Banks Street	A Gretna/Wilky Terminal Transit Office	
25	John Curtis Christian School 10125 Jefferson Hwy., River Ridge	D RTA routes entering the New Orleans CBD / Rutas de RTA entrando el CBD de New Orleans	
26	Lutheran High School 3864 17th St., Metairie	E Wilky Terminal 108 - Algiers Local	
27	Martyn High School 1108 Shrewsbury Rd., Jefferson	OTHER SCHOOLS AND LIBRARIES / OTRAS ESCUELAS AND BIBLIOTECAS	
28	Ridgewood Preparatory School 2201 Pasadena Ave., Metairie	31	Bunche Career Center 8101 Simon St., Metairie
29	Riverdale High School 240 Riverdale Dr., Jefferson	32	Delgado Community College 615 City Park Avenue
30	St. Martin's Episcopal School 5309 Airline Hwy., Metairie	33	UNO - Jefferson Center 3330 N. Causeway Blvd.
OTHER SCHOOLS AND LIBRARIES / OTRAS ESCUELAS AND BIBLIOTECAS		34	Eastbank Regional Library 4747 W. Napoleon Ave., Metairie

Emails



Ramsey Skipper

From: Ramsey Skipper
Sent: Friday, November 4, 2016 12:41 PM
To: SLeader
Cc: DWard; BFrancois
Subject: RE: Bus Benches

Sharon,

I visited the intersection of Terry Parkway and Carol Sue this AM. Please call me at your convenience.

Thanks,

Ramsey

From: SLeader [mailto:SLeader@jeffparish.net]
Sent: Thursday, November 03, 2016 2:37 PM
To: Ramsey Skipper
Cc: DWard; BFrancois
Subject: Bus Benches

Hi Ramsey,

I got a call from Ricky Templet's office with a concern about a bus bench at the intersection of Carol Sue and Terry Parkway. According to Google maps, there are 2 benches, one on Terry Parkway and the other on Carol Sue. Neither are locations where we have bus stops. I'm not sure if both are there, as the image is a few years old, but at least one of them is a concern to citizens in the neighborhood. Could you let me know what you have out there, and whatever is still up, please take it/them down? Ricky's aide is going to call back with the exact location of the bench, and I want to tell him we're taking care of it.

Thanks.

Sharon

Sharon W. Leader
Director of Transit
21 Westbank Expressway
Gretna, LA 70053
504/364-3450

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

Ramsey Skipper

From: SLeader <SLeader@jeffparish.net>
Sent: Wednesday, December 7, 2016 4:07 PM
To: Ramsey Skipper
Cc: BFrancois; DWard; KConley
Subject: RE: Bench on Belle Chasse

As I stated in my email, that bench needs to be removed as there has not been a bus stop there for many years. I had hoped to get someone to inventory the locations, but I was not able to do that. If there is no bus stop sign where you have a bench, there is no bus stop. Please let me know when the bench has been removed.

Thank you.

Sharon

Sharon W. Leader
Director of Transit
21 Westbank Expressway
Gretna, LA 70053
504/364-3450

From: Ramsey Skipper [<mailto:rskipper@theleadergroup.net>]
Sent: Wednesday, December 07, 2016 10:10 AM
To: SLeader
Cc: BFrancois
Subject: RE: Bench on Belle Chasse

Good Morning Sharon,

I remember the meeting but don't recall the conversation as you've stated it. In that meeting I brought it to your attention that (according to Mr. Brown) there were several benches at stops where bus service had been discontinued long prior under Mr. Brown's tenure. I do not recall any specific location being discussed, however I do recall mentioning I thought some were on Belle Chase Highway. I made you aware that Mr. Brown and I were both aware of this issue and just before he left your office he had shown me a list of locations he had compiled and intended to have me phase out. I said Mr. Brown showed me a list but never gave me a copy. Prior to your taking over for Mr. Brown he and I had several conversations about this issue and were working together on a plan to remove/relocate them. For some reason he held off on finally deciding to give me the list he had compiled so that I could execute my part of the plan.

As for the specific bench in question, it is true that the front panel advertiser has recently stopped advertising with us. As a matter of course, when an advertiser is removed their ad panel is replaced with a Go Graphics panel. This is done for several reasons, one of which is to cover the unattractive reinforcement panel that becomes exposed when the advertisers ad panel is removed. This front panel has now been marked in our sales management software as unavailable. If prospective buyers call our company because they have seen our ad on this particular bench my sales staff will offer them other locations that are available instead. Please

know that there are two advertising panels on this bench and almost every other bench. This particular bench's rear panel is occupied and still under contract with an insurance agency.

I remain willing to remove any benches that are on routes that your office advises have been permanently discontinued. As we discussed, I still believe they should be phased out as we agreed. However, I have never received a list of bench locations that are on routes that have been discontinued from your office. Please provide me with a list of these locations and I will make notations in our billboard planet sales software indicating these locations are to be phased out as we agreed.

Best regards,

Ramsey Skipper

Manager,
Go Graphics, LLC

Mobile: 504-655-0229
Office: 504-888-0888
rskipper@theleadergroup.net

From: SLeader [<mailto:SLeader@jeffparish.net>]
Sent: Tuesday, December 06, 2016 12:58 PM
To: Ramsey Skipper
Cc: BFrancois
Subject: Bench on Belle Chasse

Ramsey,

When I met with you at my office months ago I mentioned the issue of benches in locations where we have no transit service, and the example I gave was the bench on Belle Chasse at Enterprise. At that time you had advertising on that bench, and you asked if you could keep it until that contract expired. I said of course, as long as you removed it when that occurred. I just went by that location, and there is now a sign encouraging someone to advertise there.

That bench needs to be removed immediately since it is not at a transit stop.

Sharon

Sharon W. Leader
Director of Transit
21 Westbank Expressway
Gretna, LA 70053
504/364-3450

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

Response from
Department of Transit
Administration





JEFFERSON PARISH

Department of Transit Administration

Michael S. Yenni
Parish President

Sharon W. Leader
Director

January 17, 2019

Mr. Greg Lampard, Auditor
Office of Inspector General
Jefferson Parish
990 N. Corporate Dr., Suite 300
Jefferson, LA 70123

Dear Mr. Lampard,

As requested, I have attached the corrective action plan for audit case no. 2016-0044 for the Department of Transit Administration – Bus Bench Advertising Contract. Please let me know if there is anything else I can do to complete this task.

Sincerely,

Sharon W. Leader
Director of Transit

JPOIG Case#		Descriptor:					
2016-0044		Department of Transit Admin. - Bus Bench Advertising Contract					
CAP #	IDENTIFIED ISSUES	CORRECTIVE MEASURES	TIME FRAME	TIME FRAME EXTENSION	ACTION DEEMED SUCCESSFUL WHEN	MEANS OF EVALUATION	NAME & TITLE OF PERSON RESPONSIBLE FOR THIS ISSUE
1	The RFP called for bidders to submit a monthly guaranteed fee, yet included a pricing formula with a fixed fee per bus bench and a variable number of benches provided per month using the actual number of benches with paid advertisements. This pricing formula effectually resulted in a variable amount per month to be received by the Parish rather than what was described in the RFP as a monthly guaranteed fee.	Our department agrees with the JPOIG's recommendation. The Department of Transit Administration will collaborate with the Department of Purchasing to ensure that the RFP's structure is clear and distinct in both the narrative and pricing sections of the RFP. We anticipate that the revised RFP will go out in the first 6 months of 2019.	February 2019 - September 2019	N/A	A revised RFP is issued, and a qualifying vendor is selected for the bus bench contract.	Vendors have submitted proposals that comply with the terms and conditions of the RFP.	Sharon Leader, Director of Transit Administration
2	The current vendor contract contains an ineffectual fee schedule which is dependent upon the vendor's operational success and accurate reporting regarding advertising fees. Questioned costs are calculated to be up to \$176,832 over the six year term of the contract. Although the contract requires the vendor to report monthly on bus bench locations, it fails to address or provide a reporting process for bus benches that are missing, improperly placed, or insufficient in number. Lastly, the contract does not contain specific and meaningful penalties for vendor non-compliance.	Our department agrees with the JPOIG's recommendation. For future contracts, the Transit Department will collaborate with Department of Purchasing and with the Parish Attorney's Office to include contract provisions as follows: 1. Ensure that all required bus bench services are stated in the contract in the form of a minimum number of bus benches to be provided each and every month. 2. Include penalties for noncompliance with the minimum number of bus benches required as per contract. 3. Modify the fee payment structure to a flat-fee model, similar to the structure used in the Bus Shelter Agreement. 4. Include a requirement that the vendor periodically provide photographs of the bus stop benches in their locations on a monthly rotating basis, to help ensure full contract compliance.	February 2019 - September 2019	N/A	A new RFP that delineates the provisions outlined. A contract that meets all the requirements as outlined here.	Vendors reply to RFP requirements that become part of the contract	Sharon Leader, Director of Transit Administration

JPOIG Case#		Descriptor: Department of Transit Admin. - Bus Bench Advertising Contract					
2016-0044							
CAP #	IDENTIFIED ISSUES	CORRECTIVE MEASURES	TIME FRAME	TIME FRAME EXTENSION	ACTION DEEMED SUCCESSFUL WHEN	MEANS OF EVALUATION	NAME & TITLE OF PERSON RESPONSIBLE FOR THIS ISSUE
3	<p>Go-Graphics submitted monthly reports to the Parish that did not contain the required information per the vendor contract, such as specific locations or the advertising revenues collected during the period. The JPOIG analyzed data based upon negotiated terms, to include revenue under both the flat-fee and a shared advertising revenue provision. The JPOIG observed the following:</p> <ol style="list-style-type: none"> 1. Go-Graphics is only remitting fees to the Parish on approximately 145 benches with advertising, substantially less than the 255 benches required. 2. Benches removed for refurbishment reduce the bus bench count. The actual number and duration of benches removed was not able to be determined. 3. The vendor does not include the actual monthly revenue received by Go-Graphics from the third party advertiser for each bench in the monthly report to Transit. 4. Go-Graphics' fees and bus bench advertising volume does not support the "percentage of revenue" option. 	<p>Our department agrees with the JPOIG's recommendation. Transit's management will require the bus bench vendor to include all required information in their monthly reports to the Parish. Additionally, Transit intends to rebid the contract through a RFP this year. The newly restructured contract will be based on a flat-fee model for a fixed amount of benches. As a result, the new contract will eliminate the need for tracking the amount of benches containing advertising, the need to know the amount of revenue received by Go-Graphics from third party advertisers, and the existence of the "percentage of revenue" option. Transit will use the monthly reports to ensure the fixed amount of benches are still on the bus route. Also, the vendor will need to have extra benches available for when benches to replace those that are being refurbished.</p>	February 2019 - September 2019	N/A	The vendor submits a response to the RFP outlining these requirements and the contract stipulates the same.	Vendors submittal and contract require the new language and provisions.	Sharon Leader, Director of Transit Administration
4	<p>During the period of the JPOIG review, it was noted that the bus bench vendor consistently submitted monthly reports after the required due date.</p>	<p>Our department agrees with the JPOIG's recommendation. Since Transit intends to rebid the contract based upon a flat-fee model for a fixed amount of benches, the vendor's payment will be the same each month, and therefore the due date will be strictly enforced with a late fee penalty applied if the payment is received after the due date. The deadline in the vendor contract will be paired closely with the timing of the services provided.</p>	February 2019 - September 2019	N/A	The vendor submits a response to the RFP outlining these requirements and the contract stipulates the same.	The requirement will ensure timely reporting, and the fixed fee will make late reporting irrelevant.	Sharon Leader, Director of Transit Administration

JPOIG Case#		Descriptor: Department of Transit Admin. - Bus Bench Advertising Contract					
2016-0044							
CAP #	IDENTIFIED ISSUES	CORRECTIVE MEASURES	TIME FRAME	TIME FRAME EXTENSION	ACTION DEEMED SUCCESSFUL WHEN	MEANS OF EVALUATION	NAME & TITLE OF PERSON RESPONSIBLE FOR THIS ISSUE
5	The vendor's current monthly report does not provide sufficient or accurate description such as street intersections or existing nearby landmarks to easily determine the actual bench location.	Our department agrees with the JPOIG's recommendation. The newly restructured contract will address this identified issue by enforcing a permitting process where Jefferson Parish will record the bus bench's location and by inserting a provision in the contract stating specific monthly reporting requirements that will allow Transit to find a bus bench's exact location.	February 2019 - September 2019	N/A	A revised RFP is issued, and a qualifying vendor is selected for the bus bench contract.	Vendors reply to RFP requirements that become part of the contract	Sharon Leader, Director of Transit Administration
6	The JPOIG noted the following noncompliance issues during its review: 1. Departmental responsibility regarding permits for the advertising on bus benches in accordance to JPCO Section 32-1 is unclear. 2. The bus bench vendor, Go-Graphics, has had to remove 34 bus benches, and additionally, has been having ongoing refurbishing of bus benches, which causes the amount of benches on the bus route to vary. 3. Transit's management reported that bus benches were found in locations that were not on the bus route. Go-Graphics was informed in writing to remove the benches. Yet, the vendor failed to immediately remove bus benches until receiving additional notifications. 4. The bus benches are not labeled with a unique number on the bench itself.	Our department agrees with the JPOIG's recommendation. The department will take the following corrective measures for each identified issue of vendor noncompliance: 1. Our department will work with Traffic Engineering to create a procedure for permitting bus benches within the confines of the RFP and the contract. 2. Our department will include fiscal penalties in future contracts for vendor noncompliance. 3. In future contracts, our department will include communication requirements in the vendor's contract to allow the Department of Transit Administration to better manage the location and number of the bus benches along the bus routes 4. Jefferson Parish will assign a permit number to each bench, which can be used as the unique number if needed.	February 2019 - September 2019	N/A	The revised RFP will ensure that responsibilities and penalties are outlined and become part of the contract.	The responses from vendors with the new RFP will clear this issue up.	Sharon Leader, Director of Transit Administration

Response from Parish
Administration





JEFFERSON PARISH

Office of the President

Michael S. Yenni
Parish President

Walter R. Brooks
Chief Operating Officer

Michele R. Morel
Dep. Chief Operating Officer

January 15, 2019

To: David McClintock, Inspector General
From: Walter Brooks, Chief Operating Officer
Re: Transit's Response to JPOIG Review 2016-0044, Jefferson Parish Department of Transit Administration – Bus Bench Advertising Contract

I have read the report your office prepared regarding the above.

For clarification, the original contract with Go-Graphics preceded me or the contract monitor here, and the extension was done without input or knowledge by Transit.

Over the last 3 years, we have had a number of meetings with the president of the firm to review things and to try to make minor changes. The president has already met with us to request that we extend the contract early, but I have been unwilling to do that. It is very cumbersome to review the deliverables from Go-Graphics, as your report outlines. We have been clear about getting approval from Transit to place a new bench, and I have had to ask the firm to remove at least 6 benches that were in locations where there is no transit stop. There are also a number of locations where a bench has been placed at a stop where there is a non-advertising bus shelter. The reasoning is, according to the firm's president, that there is only one advertiser at that location. That is not something that helps the riding public, but only the firm.

The Parish at this point has no requirement to have shelter or bench locations approved by the Department of Engineering, and that has been problematic. That should change, as benches and shelters are on public right-of-way. The contractor for shelters sends any new locations to the traffic engineer for review, as that is the more responsible thing to do. If a process is stipulated in the RFP and contract that requires submitting a location and dimensions to Traffic Engineering, there will be something in the contractor's file for each location that verifies the review. Transit will also have a copy of the specific location for each bench or shelter. That process needs to be required in the contract.

Your report accurately reported that the way the contract is written makes it very difficult to accurately assess locations and reliability of information. Transit has 3 employees, and the contract monitor has gone to the Go-Graphics office a few times a year to pull out contracts to see if they seem accurate. But with no backup, it is not an accurate assessment. The report also wrote about a barter system in place that we did not know existed, and I question if it is legal and if we are getting paid for that bench advertising. And there continues to be a problem with knowing when benches are refurbished, even though the firm has been told to inform Transit when a bench is taken out and when it is put back.

The recommendation to put together a new RFP that is in line with the one for shelters is just what Transit wants, but we have not been able to implement that. Any bench should be providing revenue to Transit just as the shelters do, and there should be accurate information on locations and correct numbering of all benches.

Transit looks forward to a new contractual relationship with a bench provider that serves the public, provides needed revenue and is reasonable for the department to manage.

Sincerely,



Walter R. Brooks

Chief Operating Officer

1600 11/15/10 10:56 AM

Response from
Go-Graphics



Go-Graphics, LLC
516 Clearview Parkway
Metairie, Louisiana, 70001

April 30, 2020

VIA E-MAIL: dmcclintock@jpoig.

ATTN: David McClintock, Inspector General
Jefferson Parish Office of Inspector General
900 N. Corporate Dr. Ste 300
Jefferson, LA 70123

RE: JPOIG 18-0044 – Bus Bench Advertising
Go-Graphics, LLC’s Response to Findings

Mr. McClintock:

I am the owner of Go-Graphics, LLC, a longtime Jefferson Parish vendor. As you know, Go-Graphics, LLC (hereinafter “Go-Graphics”) has been forced to spend valuable time and money suing your office for the purpose of exercising its due process right to respond. It has now been adjudicated that your office did indeed violate the law by refusing to allow Go-Graphics the opportunity to respond to your allegations in JPOIG 18-044 (hereinafter, the “Report”) as mandated. We are pleased to now exercise our right to respond and have it attached to your Report.

Your findings in the Report are lacking in fundamental facts which were readily available to you with a simple inquiry or phone call. Go-Graphics’ books were available for audit if you believed nefarious behavior was occurring. For an “Inspector General,” your office repeatedly overlooked the best source of information: the Parish and Go-Graphics’ records.

It is absurd that your method for verifying bus benches was to send taxpayer-paid individuals to drive the Parish and catalogue when GPS-tracked information was readily available. One call to the Jefferson Parish Department of Transit or to Go-Graphics would have saved you all that time, as Go-Graphics’ GPS software tracks every single location and what ads are placed on the transit rider amenity. The Parish has that information available to them 24/7.

Your conclusions are deeply flawed and, as a result, have the potential to cause serious damage to Go-Graphics’ business interests across the state of Louisiana and elsewhere if published without being corrected. I will not stand idle while my company’s reputation is damaged.

I insist you correct your Report with factual information I will be happy to provide to you or assist you in obtaining. If you refuse, I will strongly consider legal action against you and your office for restitution in the form of monetary damages and corrective measures. In the course of this second potential lawsuit against you and your office, I will vigorously seek

discovery. It would not be surprising to me if your investigation was aided or prompted by parties standing to financially or politically benefit from this Report's inaccurate "findings."

Go-Graphics, locally owned and operated, has faithfully partnered with Jefferson Parish for many years. This relationship has been mutually beneficial. Go-Graphics supplies the Parish with public transportation seating at no cost to the taxpayers. In exchange for providing such services, the Parish allows Go-Graphics to sell advertising on the benches with the Parish receiving a percentage of the proceeds, or a flat fee per bench with advertising, whichever is greater.

The Parish outsourced this activity because it was expensive. Under the terms of this contract, Go-Graphics owns and is responsible for the infrastructure. Therefore, the Parish spends nothing on the supply and maintenance of these improvements and avails themselves of a revenue stream with practically no work required or costs incurred. This public-private partnership that is of mutual benefit to both Go-Graphics and Jefferson Parish has resulted in over four times the amount of revenue to the Parish when compared to the previous vendor. As a result of this success, Go-Graphics has successfully expanded the program to other areas of the state. We encourage you to amend your findings with accurate information that we will be happy to provide to you.

Your "Findings" are hereby responded to as follows.

RESPONSE TO OIG FINDING 1

SUMMARY: There has never been a dispute in the terms of the agreement, particularly as they relate to pricing.

Go-Graphics Response to "Condition Section" of Finding 1:

While the Report you have provided states that the original request for proposals called for fixed pricing, the RFP and contract clearly requires a "Monthly Guaranteed Rental Payment to the Parish" OR "Percentage of Advertising Revenues" to be paid to the Parish; whichever is greater.

Contrary to your claims made in Finding 1, the RFP clearly did not indicate, in any way, the vender would be required to maintain 250 benches "*with advertising*". Your report is proving flaws in reasoning by stating: "*To the Parish's detriment, this pricing formula effectually resulted in a variable amount per month to be received by the Parish rather than what was described in the RFP as a monthly guaranteed fee*". Your office failed to provide a valid and plausible reason as to why this type of arrangement was "*to the Parish's detriment.*" It is therefore difficult to even address this conclusory statement.

As evidenced by Appendix A, "Pricing Schedule," the Parish did not wish to receive a proposal that included a fixed monthly rental payment as you suggest. Rather, it was bargaining for a revenue-sharing type of contract that it believed could potentially bring more income; and it did. The Parish was rewarded for innovating in this fashion by partnering to create more revenue to the Parish than ever before.

Any proposer that meets the “Qualifications and Experience” required by section 2.6.2 of the RFP (would immediately understand this RFP was not seeking only a fixed monthly payment from the vendor. What your office and report fails to understand is that it cannot be mandated that all 250 benches have advertising. Advertising sales are not only market driven, but are also affected by turnovers and other factors that affect vacancies. These are variables which cannot be dictated by contract.

This failed understanding, among others, is what your office is using in an attempt to substantiate its claim that the current payment structure is creating a “*detriment*” to the Parish. Worse, you go on to use this intrinsically flawed argument to scold the Parish (as though its leaders were somehow responsible for the detriment) for leaving an unattainable \$176,832 on the table in Go-Graphics Contract. This figure is arbitrary, conclusory, and has no basis in fact or math.

Go-Graphics Response to “Criteria Section” and “Cause Section” of Finding 1:

The Report states that “*The RFP’s flawed pricing terms left the responding bidders with material pricing questions that were voiced in the pre-bidder’s conference, and yet, never adequately addressed by the Parish.*” We may never be able to prove whether the only other proposer’s understanding was “*adequately addressed*” because the other bidders were excluded and disqualified due to the failure to disclose political contributions. Go-Graphics properly disclosed political contributions as required by law. To discredit Go-Graphics because it is the only vendor that followed the rule is ridiculous.

Go-Graphics Response to “Exposure Section” of Finding 1:

“The RFP’s flawed pricing terms resulted in the acceptance of modified pricing terms and monthly payments to the Parish that were variable in nature and amount.”

The terms were never flawed nor were they modified; they were exactly what the Parish intended them to be in the RFP and the resulting contract.

“This variability resulted in reduced monthly payments to the Parish in comparison to a guaranteed monthly payment model”

This is an assertion that has no factual basis. Go-Graphics has not only met the requirements of the original RFP, but exceeds them. Furthermore, there is no dispute in the terms, and if the Parish is unhappy with any alleged “conflicting alternative interpretations” in the agreement, Go-Graphics is happy to work with the Parish as to clear up any issue they see.

Go-Graphics Response to “Recommendations Administration Section” of Finding 1:

Your recommendation to “re-bid this RFP” with your clearly flawed pricing structure would, in fact, be a detriment to the Parish. The current pricing structure remains beyond fair, has not and will not cost the Parish any revenue, and was recently granted a two-year extension by a unanimous vote of the Parish Council.

RESPONSE TO OIG FINDING 2

SUMMARY: Your alternative interpretation of the Contract does not mean it is inefficient or ineffective.

Go-Graphics Response to “Condition Section” of Finding 2:

The Parish and Go-Graphics have always worked together to quickly identify benches which are in need of service and to quickly restore and redeploy them in service to the riders. In the past, this has sometimes been done in an informal yet professional manner. Go-Graphics has always worked to accommodate the past and present J.P. Transit director’s management styles. If the Parish wishes to codify this system into some other type of protocol in the next contract or as an addendum to this contract, Go-Graphics would be happy to assist in crafting language to better meet the new desire. However, doing so would more than likely result in making the existing, straightforward system more bureaucratic while attempting to fix that which is not broken.

Regarding the purported \$176,832 loss of revenue, the Report does not provide any factual support for this amount whatsoever. In reading the Report, it is clear your office has little understanding of how the advertising industry works. Go-Graphics will now undertake this exercise in confronting this finding.

As stated in the report, you attempt to create parallels between the Parish bus bench contract and the Parish shelter contract in an effort to bolster your unfounded theory of a better payment structure. In doing so, you have revealed a flaw not in the current payment structure of the bus bench contract but, rather, in the current payment structure of the Laurel Communications shelter contract.

When compared to the New Orleans RTA contract, the \$30.00 per shelter that Laurel Communications pays Jefferson Parish pales in comparison. The payment structures in these other regional shelter contracts are starkly different, and generally operate on variable monthly payment arrangements similar to the current payment structure which you have chosen to criticize in this Report. That structure is a proven structure that is commonplace within the industry.

Go-Graphics Response to “Criteria Section” and “Cause Section” of Finding 2:

The Report fails to provide any factual basis for this assertion.

Go-Graphics Response to “Exposure Section” of Finding 2:

Again, as stated above, regarding any questioned costs, or revenue lost to the Parish, the Report does not provide any analysis or factual basis for these numbers whatsoever. Go-Graphics maintains that the conclusion that was reached by your office is unsubstantiated and a response is impossible to craft, but will nonetheless be attempted.

Contrary to your report, Go-Graphics has software that contains all of the information you claim is not being monitored. A portal to this software has been offered to Jefferson Parish Transit on several occasions. This portal gives access to data necessary to monitor relevant information regarding compliance; however, the Parish has opted to monitor compliance through regular on-site visits. The Parish's decision to have regular on-site visits have met the Parish's monitoring needs and, for various reasons, have not compelled it to use the online portal. You either know this already and refuse to acknowledge it in your Report, or you did not know it. Either way, your Report is flawed and we request it be amended to reflect the facts.

Your concern regarding whether the services provided by the vendor meet the current bus bench seating requirements of the contract are ones that should be put to the J.P. Transit Manager. Rather than making conclusions and assumptions, you should include accurate data from the J.P. Transit Management in your Report before releasing it to the public.

Go-Graphics Response to "Recommendations Admin. Section" of Finding 2:

Number 1:

Go-Graphics would be glad to see a reversal of the maximum bench cap to a minimum cap. This is in the best interest of the riders and the Parish; however, the current benches are regularly removed by others. Road work and system adjustments are the major cause of the removals. Consideration for this factor would need to be negotiated.

Number 2:

The number of benches in service involves variables outside the scope of the Contract. In order to account for benches removed for reasons beyond the control of Go-Graphics, these penalties would need to be reciprocal to account for when the removal of benches is ordered by Jefferson Parish, a party to the Contract.

Number 3:

Again, as stated above, regarding any questioned costs, or revenue lost to the Parish, the report does not provide any analysis or factual support for these numbers whatsoever. This conclusion that was reached by your office in this report is flawed and without basis.

Number 4:

The Parish receives a report complete with a unique numbering system each month and can monitor the benches in real time via a portal available to them 24 hours a day, seven days a week. Whether the Parish has chosen to use these convenient tools or not should be the focus of your criticism, not Go-Graphics' alleged failure to provide accurate information. Instead of "driving around," you could have simply asked for this information.

RESPONSE TO OIG FINDING 3

SUMMARY: Actual GPS locations of all benches are plotted and shared with the Parish on demand. Any advertising revenue is kept in accordance with generally accepted accounting principles and is audited by the Parish.

Go-Graphics Response to “Condition Section” of Finding 3:

Number 1:

This assertion is false. Go-Graphics is not required to submit fees on 255 benches but, rather, it is required to submit fees only on those “*benches for which there is paid advertising revenue.*” This is the unambiguous contract language, and your Report and this “Finding” is misleading. Please correct your Report prior to any further dissemination.

Additionally, a substantial amount of Go-Graphics bus benches are not necessarily conducive for selling advertising, as determined by the market. The services and amenities provided to the Parish by Go-Graphics are not utilized by the Parish to maximize revenue but, rather, are primarily utilized to provide equitable distribution of the amenities to the riders without the riders or taxpayers having to pay for it.

Number 2:

Again, Go-Graphics utilizes the highest level of industry specific proprietary software to track and report on these very things. Your office’s employees interviewed only one person from Go-Graphics, me, for a total of 36 minutes. You never actually visited Go-Graphics office; nor have you ever seen our computer systems, software, books, or records. In that short interview, we offered up that information as a resource which you said you did not need.

Number 3:

Again, this information, while available to transit through our user-friendly software and “random sampling” exercises (between J.P. Transit and Go-Graphics employees), was not even asked for by your office. Your office instead wasted time and resources “driving around” the Parish attempting to collect data for over 255 bus bench sites in order to plot all benches placed into service with the Parish. Please correct your report before any additional dissemination.

Number 4:

This assertion is true; the “percentage of revenue option” does not yield the highest revenue to the Parish. The flat-fee per bench with advertising option has outperformed all other options and yielded the most revenue to the Parish.

Go-Graphics Response to “Criteria Section” of Finding 3:

This data is contained in the monthly report Go-Graphics provides to J.P. Transit.

Go-Graphics Response to “Cause Section” of Finding 3:

A sampling of these reports was freely distributed to your analysts by Go-Graphics during the aforementioned 36-minute interview. The Parish Transit Department maintains copies of the reports and records of the checks submitted monthly. These routine reports contain the specific information you claim is missing. Locations of the ad benches and a clearly indicated advertising revenue fee paid for each bench are always contained within the reports. The fee paid for each is totaled on the bottom and a Go-Graphics check is made out to JP Transit in the amount of the total.

To be clear: the information you allege is not given to the Parish is actually given to the Parish monthly and available 24 hours a day, seven days a week online. Please correct these errors before any additional dissemination of the Report.

Go-Graphics Response to “Exposure Section” of Finding 3:

Again, Go-Graphics regularly and systematically compiles and updates all relevant information in its industry specific location and accounting software. The Parish receives a report complete with a unique numbering system each month, and can monitor the bench information in real time. Whether the Parish has chosen to use these convenient tools should be the focus of your criticism, not Go-Graphics’ alleged failure to provide accurate information. Please correct these errors before any additional dissemination of the Report.

Go-Graphics Response to “Recommendations Section” of Finding 3:

Regular feedback from the vendor takes place (at a minimum) monthly. Our understanding is that Parish Transit is already doing what is recommended here.

RESPONSE TO OIG FINDING 4

SUMMARY: By the transit manager’s requests, payments in accordance with this contract are paid in a manner to allow for actual collections instead of projected collections in order to avoid billing complications for the Parish.

Go-Graphics Response to the “Condition, Criteria, Cause, and Exposure Sections,” Finding 4:

It is true that J.P. Transit’s management has requested Go-Graphics submit monthly payments *after the due date* to avoid complicated and over burdensome claw-backs of payments every month. The Transit Managers have admitted making the requests for that reason. It is both logical and more efficient for the taxpayers.

It is unclear how receiving payments (on average) 14 days in arrears of the technical due date (at the request of the J.P. Transit Manager) would result in *“negatively impacting Parish cash flow and cause delays in the effective compliance and administration of the services provided.”* What would more likely negatively impact the cash flow and staff efficiency is to reconcile a claw-back of revenue on a monthly basis -- it would also make the task of compliance more complicated.

Go-Graphics Response to “Recommendation Section” of Finding 4:

Ultimately, this finding simply notes a directive from multiple transit managers who believed calculating the payment later was a more efficient protocol. Go-Graphics simply complied. This system of payment by Go-Graphics has been modified “*at the request of the Parish*” for many years to assist in a less complicated process to remit payment. Go-Graphics does not have “late” payments as represented in the report. The Parish Transit Department asked that Go-Graphics remit payments on the current schedule because it assisted the Parish in reconciliation and eliminated the need for rebalancing claw-backs of the payments.

By example, Go-Graphics is only obligated to pay the fixed or variable fee based on the ability to *collect*, which generally takes an average of 15 days. To pay a certain amount to the Parish, and then have that amount clawed back, would result in more work for numerous Parish departments, and Go-Graphics. Instead, Go-Graphics modified the payment schedule at the request of the Parish Transit department to ensure that the Parish received the correct amount the first time. We are happy to work with the Council on an amendment to our Contract to recognize and adjust to these realities of the business.

RESPONSE TO OIG FINDING 5

SUMMARY: Go-Graphics supplies well in excess of 255 benches for use in accordance with the agreement. These benches are plotted on GPS software.

Go-Graphics Response to “Conditions Section” of Finding 5:

Number 1:

One call to the Jefferson Parish Transit Department or Go-Graphics’ office would have saved significant taxpayer resources. Ads placed on the transit rider amenities are likewise competently tracked in real time using our GPS software. Again, the Parish has that information available to them with one call or click. Your office could not have possibly located the benches or reconcile the pertinent information accurately with the flawed methods you have employed.

Please amend your Report to remove your false claims before any additional dissemination.

Number 2:

It is indeterminable which ads on which 24 benches were supposedly in conflict with which monthly report because Go-Graphics was not offered the opportunity to address the apparent confusion. At no time prior to or after this report was disseminated by your office to the Parish Council and Administration was any analysis or factual support for these numbers provided.

The conclusion reached in this Report is false, and a result of performing the archaic task of “running around” the Parish, rather than utilizing the user-friendly technology that was available through Go-Graphics.

Had your office simply asked for clarifications, Go-Graphics could have clarified that an inspector cannot accurately reconcile what ads are supposed to be on a bench in a given month by comparing that bench with the prior or different month’s revenue report. Advertiser turnover dictates what information is in the monthly reports that are provided in arrears (the following month) after those turnovers generally take place.

Your faulty methodology has again led you to false conclusions. Please amend your Report prior to any additional dissemination.

Number 3:

Whether the bench includes an ad on both sides of the bench is wholly arbitrary and irrelevant from a compliance standpoint. Go-Graphics is required to pay a monthly fee to the Parish for “*the number of benches for which there is collected paid advertising revenue*” irrespective of whether there is an ad on one side or both sides. However, that information is also tracked and is always available with one call or one click.

Go-Graphics Response to “Criteria Section” and “Cause Section” of Finding 5:

The Contract does not state that all 255 benches must be in service simultaneously. Some, in compliance with the Contract terms, are expected to be refurbished or out of service from time to time. Route changes, roadwork, and other causes beyond Go-Graphics control often occur. Go-Graphics often finds out after the fact that a bench is no longer needed or has been destroyed by roadwork crews before Go-Graphics is even notified the road work will be taking place. When this happens, Go-Graphics has historically replaced damaged or missing infrastructure and the bench (which Go-Graphics owns) at no cost to the taxpayer. Occasionally, benches are moved by either the Parish or State to facilitate road construction, and the move is not relayed to Go-Graphics in a timely manner.

Your statement that Go-Graphics does not keep an accurate inventory of bus benches, their condition, and their locations is a complete falsehood that can be easily proven false with a single document that is already available to both Go-Graphics and the Parish. This was also discussed (and provided to you) in your 36-minute interview with Go Graphics. Go-Graphics tracks everything related to its services agreement with Jefferson Parish. This tracking and record keeping includes, but is not limited to a “*history of advertising revenue received.*”

We request that you amend your Report prior to any additional dissemination.

Go-Graphics Response to “Recommendation Section” of Finding 5:

The recommendation made has no value, as its conclusions are based on false accusations (noted above) and a complete lack of readily available information.

GO-Graphics RESPONSE TO OIG FINDING 6

SUMMARY: Go-Graphics maintains proper inventory, and has no permit or tracking violations. As previously mentioned, on occasion benches will be moved by the Parish or State without notice to Go-Graphics.

Go-Graphics Response to “Condition Section” of Finding 6:

Number 1:

Go-Graphics asserts there are no permit or tracking violations. In the 36-minute interview, this matter was discussed, and it was admitted by an OIG interviewer that no permit violations on behalf of the J.P. Transit director or Go-Graphics were found.

Number 2:

Go-Graphics maintains ample replacement benches in inventory to replace benches lost through vandalism, car accidents, and other reasons beyond its control. The sole reason for a fluctuation in the exact number of 255 benches remaining in place at all times is due to benches that are removed for reasons that are beyond the control of Go-Graphics.

Number 3:

Despite the Parish Transit Department’s obligation (by contract) to notify Go-Graphics of route changes that affect bench locations, Go-Graphics has historically not been notified by transit managers of route changes or other reasons for bench removals until long after they are in effect.

Upon complaint or notification of movement or removal of a bench, Go-Graphics promptly reviews the issue and remedial action is taken whenever warranted. As noted above, Go-Graphics is not always informed of route changes or damage until after that change has taken effect. These are factors external to the contract at hand. Failure to give advance notice of removal causes conflicts with advertising client’s contracts that may be in place. Upon recognizing this, transit managers generally allow the current contracts to run their course before insisting the bench be removed due to route changes. The benches are generally not removed immediately for this reason; it often takes 90 days or more to satisfy the advertiser by allowing the ad contract to expire or moving their ad to a different location.

Number 4:

The Contract reads “*Each bus bench shall be provided with a unique number from within a numbering system mutually agreed upon by the FIRM and the PARISH.*” There has never been a mutual agreement to physically number the bench itself. The bus stops are all numbered and can easily be cross-referenced with the unique numbering system that has been “*mutually agreed with by the FIRM and the PARISH*”. This mutually agreed upon numbering system appears on every monthly revenue report delivered to J.P. Transit.

The Parish has never suggested the agreed upon numbering system was somehow inadequate nor has the Parish ever asked for it to be changed.

April 30, 2020

Any finding to the contrary is misleading at best and should be removed from the Report.

Go-Graphics Response to “Criteria and Cause Sections” of Finding 6:

This is another redundant section as most of these numbered statements have already been addressed with a response from Go-Graphics in the paragraphs above.

Go-Graphics Response to “Exposure Section” of Finding 6:

Considering the provable fact that your audit failed to exercise reasonable due diligence in virtually every phase of this audit and report, your opinion that *“the current structure creates inefficiencies in administration of the vendor contract”* is, at the very least, biased and/or unsubstantiated. We will be happy to provide the actual facts if you are willing to amend your Report.

Go-Graphics Response to “Recommendation Section” of Finding 6:

The recommendation made has no value as it is based in false accusations and/or misinformation. Please strike the recommendation and amend your Report prior to any additional dissemination.

Conclusion

Go-Graphics has now completed an exhaustive dissection of all of your, mostly redundant, “findings.” I use the designation “so-called” not out of a desire to be disrespectful, sarcastic, or flippant, but rather because the definition you have provided us within your report is clearly and starkly juxtaposed with the definition presented by Merriam-Webster and others. In your opening section dubbed “Findings and Observations” you claim:

“A finding indicates a material or significant weakness in controls or compliance that was not detected or connected by an entity in the normal course of performing its duties. Findings can be any one or the combination of the following: (1) significant deficiencies in internal controls; (2) fraud and illegal acts; (3) violations of contracts and grant agreements; (4) waste; or (5) abuse.”

In fact, a fair finding should be supported by undisputable factual evidence, especially if it is the intent of the finder to release their “findings” into a public forum. But, a fair finding must be supported by substantiated facts. With numerous “findings,” you have failed to ask for or review even the most basic information, which calls into question the integrity of your office. In my opinion this should compel you to pause and re-think your approach. I suspect you will not.

As you will recall, I was forced to sue your office in an effort to protect Go-Graphics’ reputation. If you choose to not amend your Report to reflect the facts readily available to you, and to instead publish these defamatory and damaging assertions, Go-Graphics will once again file suit against you and your office.

Very Truly Yours,


For Go-Graphics, LLC