

Public Notice

The Jefferson Parish Council is hereby soliciting sealed proposals from qualified publishers to be selected as the Official Journal of Jefferson Parish; for the contract year beginning July 1, 2021 and ending June 30, 2022.

Sealed proposals may be submitted to Mrs. Eula A. Lopez, Parish Clerk, Suite 6700, General Government Building, 200 Derbigny Street, Gretna, Louisiana, no later 10:00 A.M, Tuesday, June 8, 2021. No proposals will be accepted after the deadline.

Specifications may be obtained from the Parish Clerk's Office, Suite 6700, General Government Building, 200 Derbigny Street, Gretna, LA 70053. (504- 364-2626)

/s/Scott A. Walker
Chairman, Jefferson Parish Council

/s/Eula A. Lopez, Parish Clerk
Jefferson Parish Council

OFFICIAL JOURNAL SPECIFICATIONS

DEFINITIONS:

As used in this Proposal, the following terms shall have the meanings ascribed to them:

- (1) *Bona fide paying subscribers* shall mean persons who have subscribed at a subscription rate which is not nominal, whether by mail subscriptions, purchases through dealers and carriers, street vendors and counter sellers, or any combination thereof, but shall not include free circulation, sales at token or nominal subscription price, and sales in bulk for purposes other than for resale for individual subscribers..
- (2) *General paid circulation* shall not include publications when one-half or more of all copies circulated are provided free of charge to the ultimate recipients, or are paid for at nominal rates by the ultimate recipients.
- (3) *Newspaper* shall mean a publication that during each year of the five-year period prior to the first publication of any legal or official notice therein:
 - (a) Has been published at regular intervals of not less than weekly.
 - (b) Has been originated and published for the dissemination of current news and intelligence of varied, broad, and general public interest, including regular news coverage of local public meetings and events, and is not devoted to the interests of, or published for the entertainment or instruction of, or has a circulation restricted to, any particular sect, denomination, labor or fraternal organization, or other special group or class of citizens.
 - (c) Has not been published primarily for advertising purposes and has not contained more than seventy-five percent advertising in more than one-half of its issues, excluding separate advertising supplements inserted into but separately identifiable from any regular issue or issues.
 - (d) Has maintained a general paid circulation to bona fide paying subscribers within the area the publication is required.
- (4) *Nominal rate(s)* shall mean a price which is so small or slight that it is not considered real or substantial in comparison with what might reasonably be expected.
- (5) *Office* shall mean the newspaper's principal public business office and need not be the place at which the newspaper's printing presses are physically located. A newspaper shall have only one principal public business office; however, any newspaper with a principal business office in a parish adjoining Jefferson Parish which within one year prior to June 1, 1986, has actually published official proceedings of any municipal corporation, parish council, police jury, or school board in Jefferson Parish shall be deemed to be published in an office physically located in both the parish where the newspaper maintains its principal business office and Jefferson Parish.

STATEMENT OF WORK:

The Jefferson Parish Council is hereby soliciting sealed proposals from qualified publishers to be selected as the Official Journal of Jefferson Parish; the contract year beginning July 1, 2021.

The deadline for submitting sealed proposals from qualified publishers is **10:00 A.M. Tuesday, June 28 2021**. Sealed Proposals may be submitted prior to that date to Mrs. Eula A. Lopez, Parish Clerk, General Government Building, 200 Derbigny Street, Suite 6700, Gretna, Louisiana 70053. No proposals will be accepted after the deadline.

Specifications may be obtained from the Parish Clerk's Office, General Government Building, 200 Derbigny Street, Suite 6700, Gretna, LA 70053. (504)364-2626.

QUALIFICATIONS OF NEWSPAPER

- A. The newspaper:
- (1) Shall have been published in an office physically located in the parish in which the body is located for a period of five years preceding the selection;
 - (2) Shall not have missed during that period as many as three consecutive issues unless caused by fire, flood, strike, or natural disaster;
 - (3) Shall have maintained a general paid circulation in the parish in which the body is located for five consecutive years prior to the selection; and
 - (4) Shall have been entered in a U.S. post office in that parish under a periodical permit in that parish for a period of five consecutive years prior to the selection.
- B. The provisions of this Section relating to the five-year requirement shall not contravene any contract existing between any governing body and a newspaper on and prior to May 11, 1970; nor shall the five-year requirement herein be applied in assessing the qualifications of a newspaper which was in existence on May 11, 1970; nor shall any provision of this Chapter prohibit a publication from becoming an official journal in Jefferson Parish if the publication is qualified to publish judicial advertisements and legal notices in Jefferson or Orleans Parish or has actually published official proceedings within one year prior to June 1, 1986, of any municipal corporation, parish council, police jury, or school board within Jefferson Parish.

EXCEPTIONS:

In the event there is no newspaper published in an office physically located within Jefferson Parish which meets the requirements of R.S. 43:140(3), a newspaper in an adjoining parish may be designated as the official journal."

ADDITIONAL REQUIREMENTS:

In addition, the Newspaper:

- a) Must contain the identity of the editor, managing editor, publishers and owners which shall have been published in each edition of the newspaper for a minimum of two (2) consecutive years immediately preceding selection.
- b) It shall be capable of receiving minutes of the Jefferson Parish Council meeting on a Friday morning, or on the following Monday morning and published as required by the Jefferson Parish Charter and Code of Ordinances.
- c) The newspaper shall be required to furnish every Department of the Parish with copies of all publications.
- d) The newspaper shall include in its proposal a rate per column inch (eight columns per page, fourteen lines per column inch) for publication of the minutes of the Jefferson Parish Council meetings and also for separate advertisements, such as notices of intention, advertisements for sealed bids or any other special advertisements separate from the minutes.
- e) The newspaper shall furnish the Finance Department of the Parish of Jefferson current billings (separate billings for minutes and for each advertisement). Bills for each issue of the paper should be submitted on a weekly basis.
- f) The newspaper shall print minutes by an electronically transmitted format at four (4) columns per page, so that it will not be necessary to proof read the minutes of the Jefferson Parish Council.
- g) The newspaper shall furnish a Certificate of Publication whenever requested.
- h) The newspaper shall have a minimum of six (6) outlets on each bank (East and West) of the Parish for the purchase of the publication by the general public. These outlets are to be located in such a manner as to afford maximum accessibility to the general public.

CONTRACT PROVISIONS:

Among other things, the following provisions will be made part of the written contract, to wit:

While in the performance of services, duties and other obligations under this Agreement, PUBLISHING COMPANY shall be acting in the capacity of an independent contractor and not as an employee of the PARISH. Neither PUBLISHING COMPANY nor its personnel are entitled to, or eligible for, any employee benefits program of the PARISH, including but not limited to retirement, disability pay, worker’s compensation, unemployment compensation or any other form of employee benefits.

The initial term of this Agreement shall be one (1) year, commencing July 1, 2021 and terminating on June 30, 2022.

All terms and conditions of this Agreement are considered material, and failure to perform any part of the Agreement shall be considered a breach of contract. Should PUBLISHING COMPANY fail to perform any of their contractual obligations, the PARISH may, at its option, immediately terminate this Agreement after ten (10) working days written notice to PUBLISHING COMPANY, unless the PUBLISHING COMPANY have remedied the violation within said ten (10) working day period.

In the event that it shall become impossible or unlawful for the PUBLISHING COMPANY to continue the performance of this Agreement by reason of an Act of God, an act of the Legislature hereinafter passed, any act of the Parish Council, or by reason of change in the Charter of the Parish, or by reason of final order by a court of record in proceedings not instituted by or acquiesced in by the PUBLISHING COMPANY, directly or indirectly, and not due to any act of negligence of the PUBLISHING COMPANY, the PUBLISHING COMPANY shall not be liable for damages arising solely out of such impossibility.

This Agreement may be terminated under any of all of the following conditions:

- A. By mutual Agreement and consent of the parties hereto.
- B. By the PARISH as a consequence of the events described above.
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

Upon termination, PUBLISHING COMPANY shall be paid for services performed prior to notice of termination on a pro-rata share of its fee.

PUBLISHING COMPANY shall submit all invoices for services to:

Jefferson Parish Council Clerk
General Government Building
200 Derbigny Street, Suite 6700
Gretna, Louisiana 70053

Payment requests which are received without proper documentation will be returned or held until proper documentation is received from PUBLISHING COMPANY.

Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed sufficient if delivered in person to either of the PUBLISHING COMPANY, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice. Notice to the PARISH shall be directed to the Council Clerk. The current addresses to which notices are to be sent are:

JEFFERSON PARISH
Jefferson Parish Council Clerk
General Government Building
200 Derbigny Street, Suite 6700
Gretna, Louisiana 70053

PUBLISHING COMPANY

This Agreement is for the professional services of the PUBLISHING COMPANY. No assignment of the Agreement or any rights accruing under this Agreement shall be made in whole or in part by the PUBLISHING COMPANY without the express written consent of the PARISH. In the event of any assignment, the assignee shall assume all obligations of the PUBLISHING COMPANY.

PUBLISHING COMPANY warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, 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 immediately terminate this Agreement without liability.

If there is any dispute concerning this Agreement, the laws of Louisiana shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes and other matters in question between the parties to this Agreement or any breach thereof, shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.