

REQUEST FOR PROPOSALS

To develop a Master Plan for Churchill Technology & Business Park



RFP Number: 171116

Firm Name: _____

Proposal Receipt Date: _____

Proposal Receipt Time: _____

*Jefferson Parish Economic Development Commission
700 Churchill Parkway
Avondale, LA 70094*

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

Background.....4
Purpose.....4
Schedule of Events5
Proposal Submittal.....5
RFP Response Format6
Rejection of Irregular Proposals6
Review of Proposals.....6
Number of Response Copies6
Legibility/Clarity.....6
Confidentiality.....6
Pre-proposal Conference.....7
Inquiry Period.....8
Insurance Requirements.....9
Required Affidavits.....9
Changes, Addenda, Withdrawals.....10
Cost of Offer Preparation10
Non-negotiable Contract Terms10
Taxes10
Proposal Validity10
Prime Contractor Responsibilities.....10
Acceptance of RFP Content10
Contract Negotiations.....10
Cancellation of RFP or Rejection of Proposals11
Evaluation and Selection11
Award11
Notice of Intent to Award.....11
Indemnification11
Termination.....12
Assignment12
No Guarantee of Quantities12
Audit of Records.....12
EEOC and ADA Compliance12
Record Retention.....13
Record Ownership13
Content of Contract/Order of Precedence.....13
Contract Changes13
Substitution of Personnel.....13

<i>Force Majeure</i>	13
<i>Governing Law</i>	14
<i>Claims or Controversies</i>	14

PART II. OVERVIEW OF PROJECT

<i>General Information</i>	15
<i>Background</i>	15
<i>Descriptions of Current Uses</i>	17
<i>Descriptions of Nearby Uses</i>	17
<i>Resources</i>	18

PART III. SCOPE OF WORK, SUBMISSION REQUIREMENTS, AND SELECTION CRITERIA

<i>Scope of Work and Deliverables</i>	19
<i>Submission Requirements</i>	20
<i>Selection Criteria</i>	21
<i>Period of Agreement</i>	22

ADDENDA

<i>Addendum I: Price Schedule Template</i>	23
<i>Addendum II: Sample Contract for Development of a Master Plan for Churchill Technology & Business Park</i>	24
<i>Addendum III: Required Affidavits</i>	32

**RFP FOR
MASTER PLAN DEVELOPMENT**

This request provides all potential firms with relevant information required to submit a proposal for developing a Master Plan for Churchill Technology & Business Park.

Background

The Jefferson Parish Economic Development Commission (JEDCO) is seeking a firm experienced in master plan development for JEDCO's Churchill Technology & Business Park, which is approximately 480 acres. It is expected that a contract will be awarded following public advertisement of the RFP, evaluation of submitted proposals, selection of the winning proposal, and approval by JEDCO's Board of Commissioners. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

Purpose

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION (JEDCO) will receive proposals at JEDCO's Administration Building, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway in Avondale, LA 70094 on November 16, 2017, at or before the hour of 2:00 p.m. for the development of a Master Plan for Churchill Technology & Business Park. All proposers must submit sealed proposals with their qualifications, relevant experience, and proposed cost to develop a comprehensive master plan for the 480-acre Churchill Technology & Business Park, including an analysis of existing conditions and uses; public participation plan; future land use, building, and infrastructure plans; and other analyses and recommendations as necessary to ensure a successful guide to develop the Park.

A copy of the Request for Proposals may be picked up at the JEDCO's Administration Building, 700 Churchill Parkway, Avondale, LA 70094 or by contacting JEDCO at (504) 875-3908 or email at akelly@jedco.org. The Request for Proposals will be available on JEDCO's website at <http://www.jedco.org/public-notifications/> from October 5 to October 30, 2017.

JEDCO reserves the right to reject any and all proposals, to modify the terms of this RFP within three (3) days of the deadline for submission, negotiate with one or more of the firms, to call for additional proposals, or to refrain from accepting any proposal. The contract that JEDCO expects to award shall in no event become effective until an award of contract is approved by resolution of JEDCO's Board of Commissioners.

JEDCO's policy in awarding a proposal will be based primarily on the most qualified firm and the proposed cost to provide the required services. JEDCO will carefully investigate each firm's background and experience in the production of like services.

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

Schedule of Events	<u>Date</u>
1. RFP Posted/Advertised	October 5-30, 2017
2. Pre-Proposal Conference	October 30, 2017 at 2 PM
3. Deadline to receive written inquiries	November 3, 2017
4. Deadline to answer written inquiries	November 8, 2017
5. Proposal Receipt Date	November 16, 2017 at 2 PM
6. Interviews with Proposers (as necessary)	November 27-30, 2017
7. Identification of Winning Proposal	December 18, 2017

The formal selection of a proposal will not be finalized unless and until the contract is signed and ratified. The contract will be ratified by the JEDCO Board of Commissioners.

NOTE: JEDCO reserves the right to deviate from these dates.

Proposal Submittal

Proposals must be submitted according to the following instructions:

Sealed proposals will be received at JEDCO's Administration Offices, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway, Avondale, LA 70094, until 2:00 p.m. on November 16, 2017.

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

- RFP No. 171116
- Firm Name: _____
- Proposal Receipt Date: _____
- Proposal Receipt Time: _____

Proposals will be received at:

Jefferson Parish Economic Development Commission (JEDCO)
700 Churchill Parkway
Avondale, Louisiana 70094

All proposals must be received by JEDCO by November 16, 2017, no later than 2:00 PM.

Firms are solely responsible for the timely delivery of proposals and for ensuring that its courier service provider makes inside deliveries to our physical location. JEDCO is not responsible for any delays caused by the firm's chosen means of proposal delivery. Failure to meet the RFP receipt date and time shall result in rejection of the proposal.

RFP Response Format

JEDCO will review the proposals based on the following list of criteria, provided in further detail in Part III of this RFP (Scope of Work and Submission Requirements):

- 1. Qualifications and Experience: Review of proposer's years in business, qualifications, and relevant experience. A minimum of three references are required.*
- 2. Conceptual Approach of Project: Review of firm's proposed methodologies, approaches, timeline to provide all of the general responsibilities as specified and to a satisfactory quality of service.*
- 3. Cost: Review of proposed cost to complete the scope of work.*

Rejection of Irregular Proposals

Proposals not meeting the stated minimum terms and qualifications may be rejected by JEDCO as non-responsive. JEDCO reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

Review of Proposals

All proposals will be reviewed by a committee consisting of JEDCO staff and board members. This committee will review all proposals that meet the minimum qualifications.

Number of Response Copies

Each firm shall submit one (1) signed original response along with six (6) additional copies of the proposal. In addition, electronic copies may be submitted on flash drive, CD-R and/or CD-RW media as long as data on the disc is formatted as a Microsoft Word document and/or Adobe PDF.

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 firm's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP are also desired. Each firm is solely responsible for the accuracy and completeness of its proposal.

Confidentiality

All documents submitted to JEDCO 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 by news media, competitors, or other interested parties, in accordance with the law.

If a firm deems any document submitted to JEDCO under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of

law, the firm shall clearly mark the documents as "Confidential" prior to delivering or making them available to JEDCO.

1. If JEDCO receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the firm of such request; provided, however, that if any action is commenced against JEDCO under the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold JEDCO harmless from any costs, damages, penalties or other consequences of JEDCO's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action will authorize JEDCO to voluntarily provide the information for disclosure under the supervision of the court;
2. JEDCO assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
3. The firm is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this firm as a result of or in connection with the submission of this proposal, JEDCO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit JEDCO's right to use or disclose data obtained from any source, including the firm, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL**."

The firm shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, JEDCO shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit JEDCO from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting JEDCO in its evaluation of the proposal. JEDCO shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Pre-Proposal Conference

A mandatory pre-proposal conference is scheduled for interested proposers on October 30, 2017, starting promptly at 2:00 p.m. in JEDCO's Conference Center, 701A Churchill Parkway, Avondale, LA 70094.

Firms must attend the mandatory preproposal conference to submit proposals. All firms are required to visit the site at that time. Inquiries for specific information will not be entertained prior to the aforementioned tours.

Inquiry Periods

An initial inquiry period is hereby firmly set for all interested firms 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 November 3, 2017. Initial inquiries shall not be entertained thereafter.

JEDCO 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. JEDCO reasonably expects and requires responsible and interested firms to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, JEDCO recognizes that additional questions or requests for clarification may generate from JEDCO's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the 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 by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any JEDCO employee or consultant. JEDCO shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the firm, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by JEDCO. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective firms.

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

*Jefferson Parish Economic Development Commission (JEDCO)
ATTN: Annalisa Kelly
700 Churchill Parkway
Avondale, Louisiana 70094
Phone/Fax: (504) 875-3918
E-mail: akelly@jedco.org*

Insurance Requirements

Contractors must meet or exceed JEDCO's required Insurance coverage requirements, which are:

- a. Contractor shall procure and keep in force during the term of the Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of Louisiana:
 - i. Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence.
 - ii. General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate.

JEDCO will review the winning firm's insurance policies prior to the execution of a contract to ensure satisfactory coverage amounts.

Required Affidavits

All persons or firms who are under contract that was awarded on a non-bid basis with JEDCO 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 JEDCO 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 approved in writing by JEDCO. The person or firm under contract shall provide to JEDCO 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 written approval by JEDCO. Failure to comply with this section shall result in termination of the contract between JEDCO and the firm.

In addition, the firm contracting or proposing to contract with JEDCO or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Board of Commissioners 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 Jefferson Parish during the current term; and

- b. *Any and all debts owed by the affiant to any elected or appointed official of Jefferson Parish, and any and all debts owed by any elected or appointed official of Jefferson 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.*

Changes, Addenda, Withdrawals

If the firm needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the RFP receipt date. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal receipt.

Cost of Offer Preparation

The firm assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

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, claims or controversies, and termination based on contingency of appropriation of funds.

Taxes

Any taxes, if applicable, shall be assumed to be included within the proposal's cost.

Proposal Validity

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

Prime Contractor Responsibilities

The selected firm shall be required to assume responsibility for all items and services offered in his proposal whether or not the firm produces or provides them. JEDCO shall consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Acceptance of RFP Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations shall result in the rejection of the proposal.

Contract Negotiations

If for any reason the firm whose proposal is most responsive to the JEDCO's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and JEDCO may negotiate with the next most responsive

firm. Negotiation may include revision of non-mandatory terms, conditions, and requirements. JEDCO must approve the final contract form and the contract must be ratified by the JEDCO Board of Commissioners.

Cancellation of RFP or Rejection of Proposals

JEDCO reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of JEDCO to do so.

Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by a JEDCO Evaluation Committee, consisting of JEDCO staff and board members, for the purpose of selecting the firm with whom JEDCO shall contract. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the firms to make this determination.

Written recommendation for award shall be made to the JEDCO Board of Commissioners for the firm whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of JEDCO.

Award

Award shall be made to the firm whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, considering price and other factors considered.

The award may be made on the basis of the initial offer or as noted.

Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the JEDCO's Board of Commissioners for selection.

After the selection, JEDCO will notify all unsuccessful firms as to the outcome of the evaluation process.

Indemnification

Notwithstanding the above, the successful firm shall protect, defend, indemnify, save and hold harmless JEDCO, its agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful firm, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of JEDCO, its agents, and/or employees. The successful firm agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

Termination

JEDCO may terminate any contract entered into as a result of this RFP for cause based upon the failure of the firm to comply with the terms and/or conditions of the contract; provided JEDCO give the firm written notice specifying the firm's failure. If within ten (10) days after receipt of such notice, the firm shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the firm in default and the contract shall terminate on the date specified in such notice. The firm may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the firm shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the firm. The firm shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of a contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the JEDCO Board of Commissioners. If the Board of Commissioners fails to appropriate sufficient monies to provide 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.

Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of JEDCO's Board of Commissioners.

No Guarantee of Quantities

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

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by JEDCO to increase or decrease the amount, at the unit price stated in the proposal. JEDCO 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.

Audit of Records

The monitoring and auditing of the firm's records shall be allowed to JEDCO and any other appropriate entity.

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.

Record Retention

The firm shall maintain all records in relation to this contract for a period of at least three (3) years following contract completion.

Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by firm in connection with the performance of the services contracted for herein shall become the property of JEDCO, and shall, upon request, be returned by firm to JEDCO, at firm's expense, at termination or expiration of this contract.

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 RFP; and 3) the firm's proposal.

Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the written approval of both JEDCO and the selected firm.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or firm change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Substitution of Personnel

JEDCO intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the firm or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to JEDCO for approval prior to any personnel substitution. It shall be acknowledged by the firm that every reasonable attempt shall be made to assign the personnel listed in the firm's proposal.

Force Majeure

The firm or JEDCO shall be exempted from performance under the contract for any period that the firm or JEDCO is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the

firm or JEDCO has prudently and promptly acted to take any and all corrective steps that the firm or JEDCO can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

Claims or Controversies

The awarded firm does, by signing a contract pursuant to this RFP with JEDCO, agree that the contract is 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 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.

PART II – OVERVIEW OF PROJECT

A. General Information

The Jefferson Parish Economic Development Commission (JEDCO) is seeking a qualified firm or team of firms to develop a master plan for Churchill Technology & Business Park in the Fairfield area of Jefferson Parish, LA. The successful proposal will provide qualifications for the development of such a master plan, including relevant experience and references, as well as a brief narrative approach for the plan's development.

B. Background

The Churchill Technology & Business Park grew out of a comprehensive economic development strategic plan developed by JEDCO and area stakeholders known as the Jefferson EDGE. The process began in the fall of 1999, when JEDCO kicked off a formal, public-private community-based planning initiative. The purpose was to develop a parish-wide strategic plan, taking advantage of existing resources and new opportunities. Through the EDGE, plans were made to identify a location for and develop a business and technology park. In the summer of 2003, the Churchill site on the West Bank was selected and the process of securing the land and designing the park began. The initial 40 acres were cleared and filled in 2008. JEDCO's Administrative Offices (8,530 sq. ft.) and Business Innovation Center (4,369 sq. ft.) were constructed in 2011. The Patrick F. Taylor Science & Technology Academy and JEDCO Conference Center were constructed in 2014. Delgado Community College River City Campus and Advanced Manufacturing Center of Excellence began construction in 2017 and is scheduled to be completed in the fall of 2018.

Potential future construction in Churchill Park includes an event center to be associated with and constructed adjacent to Patrick F. Taylor Science & Technology Academy. Priority 2 state capital outlay funds have been appropriated for the project in the State's 2017 legislative session. JEDCO and the Jefferson Parish School Board are pursuing a line of credit on the capital outlay funds from the State Bond Commission. In addition, 16.861 acres of the Park's title-restricted land are in the process of being donated to JEDCO for the purposes of JEDCO dedicating and improving a public road right-of-way to be named Edge Parkway on an approximately 5.863-acre portion of the donated land (100 feet by 2,500 feet). The roadway is intended to be used primarily for heavy truck access related to the park's future development, and the right-of-way will be dedicated at the time State capital outlay funding is available to improve the roadway. A five-year reversionary clause exists on the land donation such that if the roadway is not improved to a graveled haul road within five years of the donation, title to the donated land reverts back to Churchill Farms, Inc. An Intergovernmental Agreement between Jefferson Parish and JEDCO for the improvement of the new roadway executed in March 2017 and amended on August 11, 2017 obligates the Parish to improve the roadway within five years from the date of donation. However, the roadway's improvement is contingent upon the Parish's receipt of capital outlay dollars for the

project. The project received both Priority 2 and Priority 5 appropriation during the 2017 legislative session, which the Parish will continue pursuing in the form of a line of credit.

The Park is a public-private venture resulting from a July 19, 2005 “Declaration of Covenants, Restrictions and Reciprocal Servitudes for the Churchill Technology & Business Park” (“the Declaration”), made by and between JEDCO, a public entity, and Churchill Farms, Inc., a private landowner, which tied development restrictions to the Park’s roughly 480 acres of land. At the time of the Declaration, JEDCO became owner of 40 acres of the Park through a donation of land from Churchill Farms, Inc., while Churchill Farms, Inc. owned roughly 440 acres of the title-restricted land. Since the 2005 Declaration and donation, a series of land acquisitions have taken place resulting in the following ownership structure:

- JEDCO: Approximately 79.54 acres.*
- Churchill Farms, Inc.: Approximately 389.96 acres.*
- The State of Louisiana for the Use and Benefit of the Louisiana Community and Technical College System, Delgado Community College: Approximately 10.5 acres.*

A second donation of 16.861 acres from Churchill Farms, Inc. to JEDCO is pending. Following that donation, JEDCO will own approximately 96.4 acres and Churchill Farms will own approximately 373.1 acres. Roughly 11.3 acres owned by JEDCO are currently leased to the Jefferson Parish School Board for the Patrick F. Taylor Science & Technology campus and JEDCO Conference Center.

The development guidelines within the Declaration set forth a range of permitted uses within the Park and designate land use categories geographically within the Park’s boundaries through a Land Use Strategy (which can be found in Exhibit E-2 of the Declaration). Land use categories include Retail/Commercial Town Center, Research & Development Office, Distribution Centers, Warehouse/Flex, Light Manufacturing, Office Park, and Infrastructure and Open Space. Additionally, Exhibit E-1 of the Declaration includes a Phasing Strategy Plan, which is intended to provide guidance for the geographical phases of the Park’s development. Prohibited uses are also identified in the Declaration in Part 3 Section C.

The Declaration instructs the creation of a JEDCO Architectural Review Committee and a Churchill Architectural Review Committee to review and approve development plans on property owned by JEDCO and Churchill Farms, Inc., respectively. These entities are also responsible for enforcing the development restrictions included within the Declaration.

The Declaration’s development restrictions and land use/phasing strategies were developed over ten years ago, during which time several unanticipated events have transpired: the closing of Avondale Shipyard and potential occupation by alternative use; the development of uses in the Park that were not originally anticipated; the capital outlay appropriation for a second roadway into the park that had previously not been planned; and the identification of EDGE 2020 targeted industry clusters, among others. Such developments now beg a critical look at the future of the Park in terms of development and related infrastructure support; therefore, a critical review of the development restrictions and Exhibits of the Declaration, as well as

resulting recommendations for amendments to the aforementioned, are a component of the scope of work of this project.

C. Descriptions of Current Uses

- 1) *JEDCO Offices and Business Innovation Center: Three separate buildings make up the complex, housing JEDCO's administrative, economic development services, and financing offices, along with its business incubator, the Business Innovation Center. JEDCO financed the construction through a variety of sources, including federal New Market Tax Credits and Community Development Block Grant funding.*
- 2) *JEDCO Conference Center: 6,843-square-foot event and meeting venue for area businesses, non-profits, government agencies, and other public/private events. Features a large general session meeting room and three conference rooms that can be configured to allow for flexible space needs. Hosts seating for up to 150 people.*
- 3) *Patrick F. Taylor Science and Technology Academy: A-rated comprehensive college preparatory magnet school focusing on science, technology, engineering, and mathematics (STEM) curriculum. The school has approximately 700 students for the 2017-18 school year with capacity for 800 students, and serves Grades 6-12.*
- 4) *Delgado Community College River City Campus and the Advanced Manufacturing Center of Excellence: 10.5-acre campus with a 64,175-square-foot facility currently under construction at approximately \$27 million capital cost. Designed to accommodate training programs to support commerce along the Mississippi River, including transportation/logistics, marine engine, engineering, and automotive technology.*

D. Descriptions of Nearby Uses

- 1) *NOLA Motor Sports: A private recreational and competitive racecar facility featuring a 2.75-mile race track, 40-acre go-kart facility, and event center for private events.*
- 2) *Bayou Segnette State Park: Louisiana State Park featuring such recreational uses as boating, fishing, camping, canoeing, hiking, picnicking, playgrounds, and a wave pool.*
- 3) *TPC Golf Course: PGA TOUR-licensed 18-hole golf course on over 250 acres in Avondale. Includes a 24,000-sq.-ft. clubhouse and restaurant. Opened in 2004. Has hosted the Zurich Classic of New Orleans since 2005.*
- 4) *Alario Center: Multi-purpose arena, sports complex, and flexible event space in Westwego. Features a main arena with 2,000 fixed seats, two additional halls with 21,840 sq. ft. and 19,250 sq. ft. respectively, and outdoor baseball field Segnette Field. Center hosts competitive sporting events, trade shows, meetings, and other events. The center opened in 1999 and is a joint venture between the State of Louisiana, Jefferson Parish, and Louisiana Stadium and Exposition District (LSED).*

- 5) *Future Bayou Segnette Recreation Complex: A planned youth sports complex to be located directly north of Churchill Park, with frontage on both Nicolle Blvd. and Lapalco Blvd., owned by the Louisiana Stadium and Exposition District (LSED). See Exhibit F, Fairfield Property Ownership Map, for approximate location. Capital Outlay funding was allocated in 2017 for Land Acquisition, Planning and Construction, with \$7,373,600 in Priority 1 funding and \$18,100,000 in Priority 5 funding, totaling \$25,473,600.*
- 6) *Avondale Shipyard Site: Shipyard that previously housed shipbuilding operations by Northrup Grumman Corporation and Huntington Ingalls Incorporated. The shipyard closed in 2014. It is currently for sale by Huntington Ingalls Industries. Site totals 206 acres, with flexibility to expand to approximately 254 acres, with 16 major buildings totaling approximately 1.3M sq. ft., 50 heavy-duty cranes, 11 Gantry cranes, over 7,900 linear feet of deep water access, and two Union Pacific railroad spurs serving the yard.*

E. Resources

The below documents can be downloaded on JEDCO's website at <http://www.jedco.org/public-notifications/> or reviewed in person at 700 Churchill Parkway, Avondale, LA 70094, Monday to Friday 9:00 AM to 4:00 PM except on November 10, when JEDCO's offices will be closed in observance of Veterans Day.

Exhibit A: Aerial Map of Churchill Technology and Business Park

Exhibit B: Churchill Park Resubdivision Surveys

Exhibit C: Declaration of Covenants, Restrictions and Reciprocal Servitudes for the Churchill Technology & Business Park

Exhibit D: Churchill Technology & Business Park Roads and Infrastructure Engineering Drawings

Exhibit E: Water and Sanitary Sewerage Unit Sheets for Project Site

Exhibit F: Fairfield Property Ownership Map

Exhibit G: Fairfield Strategic Plan

Exhibit H: Sections of Chapter 33 – Unified Development Code

Exhibit I: 2018 Flood Insurance Rate Map for Project Site

Exhibit J: Jefferson EDGE 2020

Exhibit K: Patrick F. Taylor Science & Technology Academy report card and course catalog

Exhibit L: Delgado Community College River City Campus / Advanced Manufacturing Center of Excellence overview and proposed training focuses

Exhibit M: Traffic Impact Analysis for Delgado Community College River City Campus / Advanced Manufacturing Center of Excellence

PART III – SCOPE OF WORK, SUBMISSION REQUIREMENTS, AND SELECTION CRITERIA

A. Scope of Work and Deliverables

The following outline is an anticipated scope of work for the final contract. It is not necessarily a final scope of work. Each listed task includes the minimum deliverables required for that item. Regular meetings with JEDCO and the evaluation committee, as well as occasional presentations to JEDCO's Board of Commissioners, will be required, the timing of which will be determined based on the proposed timeline.

- 1) *Existing Conditions and Uses Analyses:*
 - a. *Create an Existing Conditions Analysis that identifies existing infrastructure including roadway, drainage, retention, sewer, water, gas, electrical, telecommunications and fiber networks. Identify capacity issues and any other shortcomings of existing infrastructure conditions.*
 - b. *Create an Existing Uses Analysis of all existing uses in the park, including but not limited to a narrative description of uses, programming, activities, events, and employee/student numbers.*
 - c. *Deliverables: three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF) for both the Existing Conditions Analysis and the Existing Uses Analysis.*
- 2) *Public Participation Plan:* *In close coordination with JEDCO, create a plan/schedule of and execute interviews, meetings, and presentations with area stakeholders for the purpose of identifying current and recommended uses, infrastructure, design, and amenities. Such interviews, meetings, and presentations should include but not be limited to: existing Churchill Park tenants and private land owners; JEDCO board and staff members; Fairfield-area property owners; Jefferson Parish administrative directors and officials; EDGE 2020 investors and stakeholders; and members of the public. Meetings are to be facilitated by firm with participation by JEDCO. Meeting space and associated resources will be provided by JEDCO as appropriate. Deliverables should include conducting the meetings with stakeholders, as well as presenting a final written summary of stakeholder input to JEDCO in the form of three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF).*
- 3) *Master Plan for Future Development:* *Create a Master Plan that includes the following components:*
 - a. *Land Use Plan, including resulting lot configuration;*
 - b. *Infrastructure Improvements, including but not limited to roadway design, anticipated traffic volumes, drainage, stormwater management features, and utilities (sewerage, water, gas, electrical, telecommunications, fiber);*
 - c. *Implementation Plan, including a recommended development plan and cost estimates for improvements;*

- d. *Analysis of and Recommendations for Amendments to Covenants, Codes, and Restrictions as they relate to 3.a-c above.*
- 4) *Close-Out of Project*: *Complete and deliver final Master Plan and present to the JEDCO Board of Commissioners. Deliverables should include, at a minimum, three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF) of the Master Plan and all associated components as referenced above; as well as one presentation to the JEDCO Board of Commissioners in PowerPoint or similar presentation format. JEDCO may require the separate electronic submittal of other individual files created by the firm under this agreement, such as maps, images, renderings, and other graphic materials.*

B. Submission Requirements

Proposals submitted for consideration should follow the format and order described below. Only submittals typed in ink and properly signed by a member of the firm or authorized representative will be accepted. Pencil figures or the absence of signatures will disqualify the proposal.

- 1) *Cover Letter*: *Provide a cover letter that introduces the proposing firm and subcontractors, briefly explains relevant past work, and includes a statement about the proposed project. The cover letter should include a summary of the proposer's ability to perform the services described and confirm that the proposer is willing to perform those services and negotiate a contract with JEDCO. Cover letters should contain contact information for the proposer and should be signed by a person having authority to negotiate and to commit the proposer to a contract.*
- 2) *Table of Contents*: *Provide a clear table of contents listing each required submission section detailed below.*
- 3) *Qualifications and Experience*: *Provide the relevant qualifications and experience of the proposer for the scope of work and deliverables of this project, including the following:*
 - a. *Overview*: *Provide a brief history of each firm, the general responsibilities of each firm under this project, and whether the proposed group has previously worked together on other projects.*
 - b. *Project Team*: *List the name, title, and firm affiliation for each professional assigned to this project, as well as their area of specialty and proposed role for master plan development; years of relevant experience and education; and role in other similar projects.*
 - c. *Relevant Experience*: *Provide examples of prior projects by each firm within the past seven years that best demonstrate the proposer's ability to successfully undertake this project. Include the project name, client(s), description of the services provided, and length of time and cost of the project.*

- d. References: Provide references for at least three of the projects listed under Relevant Experience, including the reference's name, title, organization, phone number, and e-mail address.
- 4) Conceptual Approach of Project: Provide a narrative and timeline for how the project team proposes to undertake the project Scope of Work as detailed in Part III-A. Include, at minimum, the following:
- a. Summary of Approach: Describe the approach, methodologies, deliverables, and capabilities to perform the Scope of Work. Present innovative concepts and methodologies, if any, not discussed in the Scope of Work for consideration.
 - b. Organization: Describe the proposed organizational structure for communication and project delivery between the project firms, between the proposer and JEDCO, and between the proposer and stakeholders.
 - c. Timeline: Present a timeline for the completion of the scope of work. Timeline should include all major tasks, responsible parties, and deliverables.
- 5) Affidavits: Firms must complete and submit signed affidavits required by JEDCO as detailed on page 9 of this RFP. Affidavits are included as Addendum III to this RFP and will be available at the pre-proposal conference on October 30, 2017.
- 6) Cost Proposal: Proposer's fees and other costs shall be submitted in a sealed envelope separate from the proposal submission. Cost Proposal should follow the price schedule format listed in Addendum I. Cost Proposal should break down the scope of work into tasks, estimate the direct labor hours per task, and identify the total cost by task as well as a final total for all services. Cost shall be worth 20% of the total points assigned. Evaluation of cost shall take place after the technical evaluation of the rest of the proposal has been completed. The proposal with the lowest cost shall receive the highest cost evaluation score (20 points). Other proposals will receive a cost score computed as follows:

$$\text{Cost Proposal Score} = (\text{LPC}/\text{PC}) * X, \text{ where:}$$

LPC = Lowest proposed cost of all proposals
PC = Proposer's cost
X = 20 points

C. Selection Criteria

CATEGORY	POINTS
Qualifications and Experience	40
Conceptual Approach of Project	40
Cost Proposal	20
TOTAL	100

Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) January 1, 2018, and shall terminate on a date to be determined based on proposed timeline and to be included in the contract.

ADDENDUM I: Price Schedule Template

Pricing for RFP must be written on sheet below or using identical table format on separate sheet. General scope of work categories are provided; proposers are welcome and encouraged to add subcategories, tasks, and rows as necessary.

Item Number	Description	Responsible Firm	Hours	Price/Hour	Total
01	Existing Conditions Analysis				
02	Existing Uses Analysis				
03	Public Participation Plan				
04	Master Plan: Land Use Plan				
05	Master Plan: Infrastructure Improvements				
06	Master Plan: Implementation Plan				
07	Master Plan: Analysis of and Recommendations for CCRs				
08	Closeout of Project: Delivery of Plan and Presentation to JEDCO Board				
09					
10					
11					
12					
13					
14					

ADDENDUM II: Sample Contract for Development of a Master Plan for Churchill Technology & Business Park

CONTRACT FOR DEVELOPMENT OF A MASTER PLAN FOR CHURCHILL TECHNOLOGY & BUSINESS PARK

THIS AGREEMENT, made and entered into on this ___ day of _____, 2017, by and between the Jefferson Parish Economic Development and Port District herein represented by its President & CEO, Jerry Bologna, (hereinafter referred to as "JEDCO"), and _____, a Louisiana business corporation, represented herein by _____, its duly authorized _____ (hereinafter referred to as the CONTRACTOR). JEDCO and CONTRACTOR may be referred to herein as "Party", individually, and "Parties", collectively.

I. Administration of Agreement

All work shall be under the direction of JEDCO's Vice President & COO and Strategic Initiatives Manager, to whom all related activities and materials shall be submitted. All approvals and administration of this Agreement shall be through said individuals.

II. Scope of Services/Deliverables

The selected CONTRACTOR will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily develop a master plan for Churchill Technology & Business Park. During the term of this agreement, CONTRACTOR shall provide services and deliverables as documented in Exhibit A attached hereto and made a part hereof.

If JEDCO desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and JEDCO and the CONTRACTOR shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The CONTRACTOR will be given time extensions for delays beyond their control or for those caused by tardy approvals of work by JEDCO, but no additional compensation shall be allowed for such delays.

III. Records, Accounts and Reports

3.1 **Books and Records.** CONTRACTOR shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles in a form and method acceptable to JEDCO. CONTRACTOR shall permit JEDCO and JEDCO's agents from time-to-time to inspect, copy, and audit during CONTRACTOR'S normal business office hours the books and records pertaining to the services provided under this agreement. Any audit or inspection shall be by written notice from JEDCO to CONTRACTOR. JEDCO's right to audit, inspect, and make copies of CONTRACTOR's records shall be at the sole expense of JEDCO.

3.2 **Periodic and/or Annual Reports.** At any time, JEDCO may request that the CONTRACTOR, with the minimum of ten (10) 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. The report must be prepared and certified by an independent certified public accounting contractor. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

IV. Personnel

4.1 **Employees.** CONTRACTOR shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this agreement. All persons engaged by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

4.2 **Appropriate Personnel.** CONTRACTOR shall provide only trained personnel. CONTRACTOR'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the CONTRACTOR is unsatisfactory in any material respect, JEDCO may request CONTRACTOR to exclude the employee or employees from work under this contract.

4.3 **Substitution of Personnel.** If, during the term of the contract, CONTRACTOR cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to JEDCO for approval prior to any personnel substitution. It shall be acknowledged by CONTRACTOR that every reasonable attempt shall be made to assign the personnel listed in CONTRACTOR's proposal.

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

V. Assignment

Neither JEDCO nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this agreement, including any monies due or to become due to the CONTRACTOR under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this agreement.

VI. Use of Subcontractors

If the Contractor intends to use the services of a subcontractor(s) to meet the goals, objectives and strategies for each deliverable, the Contractor shall:

- (a.) Not engage the services of any additional subcontractor(s) without the prior written approval of JEDCO.
- (b.) Furthermore, the CONTRACTOR shall not substitute any subcontractor(s) without the written approval of JEDCO.

VII. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the CONTRACTOR written notice specifying the CONTRACTOR's failure. If within ten (10) days after receipt of such notice, the CONTRACTOR shall not have either corrected such

failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the CONTRACTOR in default and the contract shall terminate on the date specified in such notice. The CONTRACTOR may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the CONTRACTOR shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate this contract at any time by giving thirty (30) days written notice to the CONTRACTOR. After notice is given, the CONTRACTOR is entitled to payment for the deliverables in progress only up to the date notice is given.

VIII. Notice

Any communications to be given hereunder concerning this Contract 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:

Jerry Bologna
President & CEO
JEDCO
700 Churchill Parkway
Avondale, LA 70094

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

IX. Independent Contractor

While in the performance of services or carrying out the obligations under this agreement, CONTRACTOR shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, contractor or corporation for any obligations of CONTRACTOR arising from the performance of their services under this agreement.

The parties hereto acknowledge and agree that JEDCO 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 CONTRACTOR; or
- (d) pay workman's compensation insurance premiums for coverage for CONTRACTOR.

CONTRACTOR 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.

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

X. Insurance

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and JEDCO 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 JEDCO and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage provided to JEDCO. JEDCO may examine the policies at any time and without notice.

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

1. CONTRACTOR insurers will have no right of recovery or subrogation against JEDCO, 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. JEDCO shall be named as additional insured as regards to general liability with respect to negligence by CONTRACTOR.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of CONTRACTOR.

B. Prior to the execution of this agreement CONTRACTOR, shall provide at its own expense, proof of the following insurance coverage required by the contract to JEDCO 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. Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence.
2. General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate.

All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO 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 JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, CONTRACTOR shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

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

XI. General

CONTRACTOR shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, contractor 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 CONTRACTOR, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by CONTRACTOR under this AGREEMENT.

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

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

CONTRACTOR agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for JEDCO with a view to avoiding any claims, proceedings or suits being made or instituted against CONTRACTOR or JEDCO. It is agreed, however, that JEDCO will indemnify the CONTRACTOR against any loss JEDCO may incur as the result of any claim, suit or proceeding made or brought against CONTRACTOR based upon any advertising or publicity which CONTRACTOR prepared for JEDCO based upon:

1. Assertions made for any of JEDCO's products or services, or any of the products or services of any of JEDCO's competitors in any advertising or publicity which CONTRACTOR prepares for JEDCO based on information JEDCO provides CONTRACTOR and which JEDCO approves in writing before its publication or broadcast unless due to CONTRACTOR's negligence; and/or
2. Any advertising element which is furnished by JEDCO to CONTRACTOR and which allegedly violates the personal or property rights of anyone.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of CONTRACTOR, shall not be assigned or

subcontracted in whole or in part by CONTRACTOR as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

This agreement shall be deemed to be a contract 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 CONTRACTOR 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 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 JEDCO and CONTRACTOR. This Agreement may only be amended in writing by authority of JEDCO, and must be signed by both JEDCO and CONTRACTOR. Should there be any conflict among contract documents, the RFP, and the CONTRACTOR'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) the contract document;
- 2) the RFP;
- 3) CONTRACTOR's written proposal.

This agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES:

JEDCO

BY: _____
Jerry Bologna
President & CEO

WITNESSES:

CONTRACTOR

BY: _____

SAMPLE CONTRACT – EXHIBIT A – SCOPE OF WORK AND DELIVERABLES

The following outline is an anticipated scope of work for the final contract. It is not necessarily a final scope of work. Each listed task includes the minimum deliverables required for that item. Regular meetings with JEDCO and the evaluation committee, as well as occasional presentations to JEDCO's Board of Commissioners, will be required, the timing of which will be determined based on the proposed timeline.

- 1) Existing Conditions and Uses Analyses:
 - a. Create an Existing Conditions Analysis that identifies existing infrastructure including roadway, drainage, retention, sewer, water, gas, electrical, telecommunications and fiber networks. Identify capacity issues and any other shortcomings of existing infrastructure conditions.
 - b. Create an Existing Uses Analysis of all existing uses in the park, including but not limited to a narrative description of uses, programming, activities, events, and employee/student numbers.
 - c. Deliverables: three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF) for both the Existing Conditions Analysis and the Existing Uses Analysis.
- 2) Public Participation Plan: In close coordination with JEDCO, create a plan/ schedule of and execute interviews, meetings, and presentations with area stakeholders for the purpose of identifying current and recommended uses, infrastructure, design, and amenities. Such interviews, meetings, and presentations should include but not be limited to: existing Churchill Park tenants and private land owners; JEDCO board and staff members; Fairfield-area property owners; Jefferson Parish administrative directors and officials; EDGE 2020 investors and stakeholders; and members of the public. Meetings are to be facilitated by firm with participation by JEDCO. Meeting space and associated resources will be provided by JEDCO as appropriate. Deliverables should include conducting the meetings with stakeholders, as well as presenting a final written summary of stakeholder input to JEDCO in the form of three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF).
- 3) Master Plan for Future Development: Create a Master Plan that includes the following components:
 - a. Land Use Plan, including resulting lot configuration;
 - b. Infrastructure Improvements, including but not limited to roadway design, anticipated traffic volumes, drainage, stormwater management features, and utilities (sewerage, water, gas, electrical, telecommunications, fiber);
 - c. Implementation Plan, including a recommended development plan and cost estimates for improvements;
 - d. Analysis of and Recommendations for Amendments to Covenants, Codes, and Restrictions as they relate to 3.a-c above.
- 4) Close-Out of Project: Complete and deliver final Master Plan and present to the JEDCO Board of Commissioners. Deliverables should include, at a minimum, three bound color

paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF) of the Master Plan and all associated components as referenced above; as well as one presentation to the JEDCO Board of Commissioners in PowerPoint or similar presentation format. JEDCO may require the separate electronic submittal of other individual files created by the firm under this agreement, such as maps, images, renderings, and other graphic materials.

ADDENDUM III: Required Affidavits

The following pages contain affidavits that must be completed, signed, notarized, and submitted with the proposal. Failure to submit the attached affidavit forms will result in rejection of the proposal.

Request for Proposal Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(6) of the Jefferson Parish Code of Ordinances**

Instruction sheet may be omitted when submitting the affidavit

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
the party who submitted a proposal in response to RFP Number _____, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Affiant further said:

Debt Disclosures

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

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

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

Affiant further said:

Solicitation of Campaign Contribution Disclosures

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

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

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

Affiant further said:

Subcontractor Disclosures

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

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20__.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.