

REQUEST FOR PROPOSALS

To Complete a Market Study Under EPA Award BF-01F95601-0



JEDCO

Jefferson Parish Economic Development Commission

RFP Number: 240502

Firm Name: _____

Proposal Receipt Date: _____

Proposal Receipt Time: _____

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

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RFP FOR DEVELOPMENT OF A MARKET STUDY UNDER EPA AWARD BF-01F95601-0

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

This request provides all potential firms with relevant information required to submit a proposal for developing a market assessment study for two contiguous census tracts that comprise the target and focus area for JEDCO's awarded EPA brownfield coalition assessment grant, BF-01F95601-0. The market assessment study is intended to clarify market conditions of targeted areas of the Westbank of Jefferson Parish in order to understand market positioning and target uses that can assist JEDCO and brownfield coalition partners to attract development and investment opportunities that would further efforts to clean up and redevelop potential brownfields and revitalize the surrounding communities.

1. Background

The Jefferson Parish Economic Development and Port District, also known as the Jefferson Parish Economic Development Commission (JEDCO), is an independent yet complementary arm of Jefferson Parish government with the main objective of attracting, growing and creating new business in our area. JEDCO's mission is to build a resilient, equitable, diverse and competitive economy by driving the retention and creation of quality jobs, entrepreneurship, innovation, and investment in Jefferson Parish.

JEDCO is seeking a firm experienced in market assessment studies to complete a market study of a portion of the West Bank of Jefferson Parish under JEDCO's EPA Brownfield Assessment Award. 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 or its Executive Committee. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

2. 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 May 2, 2024, at or before the hour of 2:00 p.m., for the development of a market study for two contiguous census tracts that comprise the target and focus area for JEDCO's awarded EPA brownfield coalition assessment grant. All proposers must submit sealed proposals with their qualifications, relevant experience, and proposed cost to develop a market study and associated work detailed in the RFP.

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 brownfields@jedco.org. The Request for Proposals will be available on JEDCO's website at <http://www.jedco.org/public-notifications/> from April 3 to May 2, 2024.

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 or its Executive Committee.

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 a minimum of two references with current contact information for projects of similar scope and size completed within the last five years.

3. Schedule of Events

	<u>Date</u>
RFP Posted/Advertised	April 3-May 2, 2024
Deadline to receive written inquiries	April 15, 2024
Deadline to answer written inquiries	April 22, 2024
Proposal Receipt Date	May 2, 2024 at 2:00 PM
Identification of Winning Proposal	May 23, 2024

The formal selection of a proposal will not be finalized unless and until the contract is ratified by the JEDCO Board of Commissioners or Executive Committee and signed by an authorized signatory.

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

4. Submission of Proposals

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 May 2, 2024.

Each firm must submit one (1) signed original response along with six (6) additional copies of the proposal. In addition, an electronic copy of the proposal must be submitted on flash drive/USB memory stick and formatted as a PDF.

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

- RFP No. 240502
- Firm Name: _____
- Proposal Receipt Date: _____
- Proposal Receipt Time: _____

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.

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 two references are required.
2. Conceptual Approach of Project: Review of firm's proposed methodologies, approaches, and 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.

5. 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.

6. Review of Proposals

All proposals will be reviewed by a committee consisting of JEDCO staff, JEDCO Board members, and EPA Award Coalition Partners. This committee will review all proposals that meet the minimum qualifications.

7. 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, that provide 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.

8. 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 that 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.

9. Inquiry Period

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 and received by the close of business on April 15. 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)
700 Churchill Parkway
Avondale, Louisiana 70094
Phone/Fax: (504) 875-3908
E-mail: brownfields@jedco.org

10. 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 no less than \$1,000,000 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 general aggregate.
- iii. Professional Liability Coverage with limits no less than \$2,000,000 per claim or \$2,000,000 in the aggregate.
- iv. Automobile Liability insurance shall include coverage for automobile contractual coverage. The combined single limit for bodily injury and property damage liability shall be not less than \$1,000,000 for any one accident or loss.
- v. Excess or umbrella liability coverage in an amount not less than \$5,000,000 per occurrence or \$5,000,000 in the aggregate. JEDCO will review the winning firm's insurance policies prior to the execution of a contract to ensure satisfactory coverage amounts.

11. 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 or its Executive Committee 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 directly or indirectly.

12. 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.

13. 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.

14. 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.

15. Taxes

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

16. Proposal Validity

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

17. 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.

18. 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.

19. 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 or its Executive Committee.

20. 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.

21. 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, JEDCO board members, and EPA Award Coalition Partners 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 or its Executive Committee 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.

22. 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.

23. Notice of Intent to Award

The Evaluation Committee's recommendation for award shall be forwarded to the JEDCO's Board of Commissioners or its Executive Committee for selection. After the selection, JEDCO will notify all unsuccessful firms as to the outcome of the evaluation process.

24. 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.

25. 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 or Executive Committee. If the Board of Commissioners or Executive Committee fail 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.

26. Assignment

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

27. 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.

28. Audit of Records

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

29. 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 that 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 are 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.

35. 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.

36. 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.

37. 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

1. General Information

The Jefferson Parish Economic Development Commission (JEDCO) is seeking a qualified firm to develop a market study. The successful proposal will provide qualifications for the development of such a market study, including relevant experience and references as well as a brief narrative approach for the market study.

2. Background

U.S. EPA's Brownfield Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. EPA provides financial assistance to eligible applicants through five competitive grant programs: Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and Environmental Workforce Development and Job Training Grants. JEDCO, Jefferson Parish, and the City of Westwego received an Assessment Grant for a targeted area on the West Bank of Jefferson Parish.

Two contiguous Opportunity Zone census tracts (282 and 269) along the Mississippi River on the West Bank of Jefferson Parish make up the targeted area for the awarded EPA grant. Commercial properties, with or without structures, located in the Targeted Area (parts of Avondale, Bridge City, Nine Mile Point, Westwego, and Marrero) are eligible for activities funded by the awarded EPA grant to JEDCO's Brownfield program. This targeted area will also be the focus of the market study. See Addendum I for map with boundaries of area.

JEDCO, along with Jefferson Parish Government and City of Westwego, have been working toward administering the awarded funds to conduct ESA Ph. I, ESA Ph. II and Clean Up plans for eligible sites and properties in the targeted area. In addition to the brownfield grant funding these activities, the grant also allows for the completion of a market feasibility study. The market study is intended to be used by JEDCO, partners, and other stakeholders vested in the betterment of the communities in the targeted area as a means to promote investable project opportunities and attract desired and needed businesses that can be ideally situated in the targeted area. Community input, research and data, are all equally important to ensure JEDCO and Coalition partners' efforts are guided with the intent to revitalize the communities in the targeted area.

The purpose of the market assessment study is to determine the highest and best uses of greenfield, brownfields, and vacant properties in the target areas of Avondale, Bridge City, Westwego, and Marrero. The communities in the targeted areas have experienced job loss and overall decline in quality of life since many industrial sites closed, leaving those properties vacant, and many amenities leaving the area. The market assessment study will not only determine the highest and

best uses for the targeted area, but will also express the desires and needs of the residents and businesses. JEDCO, along with Coalition partners, will utilize the market assessment study to attract investments, new business and identify needed projects to prioritize that will elevate the community.

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

1. Scope of Work and Deliverables

The market assessment study is intended to clarify market conditions of targeted areas of the Westbank of Jefferson Parish in order to understand market positioning and target uses that can assist JEDCO and brownfield coalition partners to attract development and investment opportunities that would further efforts to clean up and redevelop potential brownfields and revitalize the surrounding communities.

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. JEDCO encourages proposers to submit a plan of work that they believe will best accomplish the desired deliverables.

The selected firm will be expected to conduct several visioning sessions with the community. Obtaining the desires and needs of the residents and businesses located in the targeted area is a critical component of the market assessment study. The selected firm should schedule visioning sessions in ways to maximize accessibility and participation by residents and businesses. The selected firm will be expected to thoroughly document their engagement efforts and session outcomes as part of this project.

1) Baseline Assessment of Existing Data

- a. Conduct baseline assessment of regional and local demographic and economic data;
- b. Conduct research and analysis of market trends and growing industries in Jefferson Parish and the region;
- c. Review existing economic development strategic plans, including the Jefferson EDGE 2025 and Comprehensive Economic Development Strategy (CEDs).
- d. Deliverables: Presentation(s) and technical memorandum/a reporting on baseline assessment findings.

2) Stakeholder and Public Engagement:

- a. In close coordination with JEDCO, create a stakeholder engagement plan and solicit input from community, government, and business stakeholders and other partners through interviews, meetings, and other proposer recommended means of input collection for the purpose of identifying priorities for targeted uses. Meetings and input collection methods are to be facilitated by the selected firm(s) with participation by JEDCO. Meeting space and associated resources will be provided by JEDCO as appropriate.
- b. Develop a written community survey to be distributed to stakeholders as determined by JEDCO and selected firm(s).
- c. Deliverables: Stakeholder engagement plan; facilitation of stakeholder engagement plan; associated meetings; survey; written summary/summaries of stakeholder input to JEDCO.

3) Development of Market Study:

- a. Prepare and submit a market study of the targeted area that may include, but is not limited to:
 - i. Current market analysis of targeted area and local and regional economic analysis (from Baseline Assessment of Existing Data);
 - ii. Trade area analysis;
 - iii. Stakeholder input;
 - iv. Peer community comparison;
 - v. Overall SWOT analysis of target area for new development, redevelopment, and investments;
 - vi. Feasibility of desired/targeted uses;
 - vii. Highest and best use analysis of selected Brownfield properties and/or sites within targeted area;
 - viii. Recommendations for targeted business attraction and community initiatives.
- b. Provide presentation of the final deliverable to JEDCO-selected stakeholders.
- c. Deliverables: Electronic and three (3) printed hard copies of final market study; presentation of final study including but not necessarily limited to JEDCO staff and JEDCO's Board of Commissioners or Executive Committee. JEDCO may require the separate electronic submittal of other individual files created by the firm under this agreement, such as charts, tables, maps, images, renderings, photographs, and other graphic materials.

2. 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 (if applicable), 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 background information about and brief history of the proposed firm. If a team of firms is submitting the proposal, 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 on the project; years of relevant experience and education; and role in other similar projects. Three points will be awarded if prime firm is minority-owned or women-owned; one point will be awarded if any subcontractor firm(s) is minority- or women-owned.
 - c. Relevant Experience: Provide examples of prior projects within the past five 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 a minimum of two references for 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, identifying any economic modeling methods or software proposer intends to use, as well as specific stakeholder engagement methods. 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, including review of draft(s).
- 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 II to this RFP and are available online along with the full RFP at <http://www.jedco.org/public-notifications/> or in person at JEDCO's offices:

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

- 6) **Cost Proposal:** Proposer's fees and other costs shall be submitted in a sealed envelope separate from the proposal submission. 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

3. Selection Criteria

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

Disadvantaged Business Enterprises (DBEs), Woman Business Enterprises (WBEs) and Minority Business Enterprises (MBEs)

JEDCO strongly encourages the participation of Disadvantaged Business Enterprises (DBEs) including Woman Business Enterprises (WBEs) and Minority Business Enterprises (MBEs). Prospective firms are strongly encouraged to make positive efforts to utilize DBE, WBE and MBE subcontractors for a portion of this project. At a minimum, respondents to this RFP must provide a discussion of the efforts undertaken by their firm to solicit such participation of DBE, WBE and MBE subcontractors in accordance with EPA's Good Faith Efforts. EPA Good Faith Efforts are activities by prime firms to increase WBE/MBE awareness of procurement opportunities. EPA offers the following examples to assist prime firms in carrying out good faith efforts to engage more DBEs:

- (1) Ensure WBE/MBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - (a) Maintain and update a listing of qualified WBE/MBEs that can be solicited for construction, equipment, services and/or supplies.
 - (b) Provide listings to all interested parties who request copies of bidding or proposing documents.
 - (c) Contact appropriate sources within your geographic area and state to identify qualified WBEs/MBEs for placement on your WBE/MBE business listings.

- (d) Utilize other WBE/MBE listings such as those of the state's minority business office, the Small Business Administration (SBA), Minority Business Development Agency (MBDA) of the Department of Commerce, EPA Office of Small and Disadvantaged Business Utilization (OSDBU), the Department of Transportation (DOT), and local municipal agencies (e.g. City of New Orleans Office of Supplier Diversity). DBEs certified through Louisiana Unified Certification Program can be found at:
www8.dotd.louisiana.gov/UCP/Home.aspx.
 - (e) Have state environment agency personnel review solicitation lists.
- (2) Make information of forthcoming opportunities available to DBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (a) Develop realistic delivery schedules which may provide for greater WBE/MBE participation.
 - (b) Advertise broadly in order to facilitate WBE/MBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - (c) Advertise in general circulation publications, trade publications, state agency publications and women- and minority-business focused media concerning contracting opportunities on your projects. Maintain a list of women- and/or minority-business focused publications that may be utilized to solicit WBE/MBEs.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with WBE/MBEs.
- (a) Perform an analysis to identify portions of work that can be divided and performed by qualified WBE/MBEs.
 - (b) Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of WBE/MBEs.
 - (c) Conduct meetings, conferences, and follow-ups with WBE/MBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services, and supplies.
- (4) Encourage contracting with a consortium of WBE/MBEs when a contract is too large for one of these firms to handle individually.
- (a) Notify WBE/MBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.

- (b) Provide WBE/MBE trade organizations with succinct summaries of solicitations.
 - (c) Provide interested WBE/MBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (5) Use the services and assistance of the SBA and the MBDA.
- (a) Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders list to assist these firms in the development of bid packages.
 - (b) Seek out Minority Business Development Centers (MBDCs) to assist in identifying WBE/MBEs for potential work opportunities on projects.

4. Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) Monday June 3 and shall terminate on a date to be determined based on proposed timeline, no later than Monday September 30.

ADDENDUM I: Map of Targeted Area



ADDENDUM II: Sample Contract for the Development of a Market study on the West Bank of Jefferson Parish

**CONTRACT FOR DEVELOPMENT OF A MARKET STUDY ON THE WEST BANK OF JEFFERSON PARISH
BETWEEN THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT AND [LEGAL NAME OF FIRM]**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024, 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 [FIRM], represented herein by [NAME OF REPRESENTATIVE], its duly authorized representative (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, as defined below, shall be under the direction of JEDCO’s Director of Industry Recruitment and Director of Strategic Initiatives & Policy, 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

CONTRACTOR will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily develop a market study of a targeted area on the West Bank of Jefferson Parish. During the term of this AGREEMENT, CONTRACTOR shall provide services and deliverables as documented in Exhibit A attached hereto and made a part hereof (the “Project”). JEDCO shall pay CONTRACTOR for the successful completion of the scope of services in accordance with the payment schedule and amounts as documented in Exhibit A.

The CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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 are 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 any 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

Per the CONTRACTOR'S written proposal, CONTRACTOR intends to use the services of subcontractors 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.
- (c.) Should CONTRACTOR obtain JEDCO approval to engage or substitute subcontractor(s) services to perform its obligations under this AGREEMENT, CONTRACTOR shall require that the subcontractor(s) comply with all terms of this AGREEMENT, including but not limited to the insurance provisions hereunder. The engagement or substitution of a subcontractor(s) shall not serve to release or discharge CONTRACTOR from any of its duties or responsibilities under this AGREEMENT.

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 written notice specifying JEDCO's failure. If ten days after receipt of such notice, JEDCO shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then CONTRACTOR may, at its option, place JEDCO in default and the contract shall terminate on the date specified in such notice.

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 AGREEMENT by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered, or by a recognized express delivery service (e.g., Federal Express, UPS, etc.) as follows:

[CONTACT INFO FOR FIRM]

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

or to such other person or address as may be designated by the Parties by written notice given pursuant hereto.

Written notices hereunder shall be effective upon first receipt as evidenced by written record of delivery; however if received after close of business then notice shall be deemed received on the next business day.

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. Statutory Employer Relationship

Only and strictly with regard to claims by employees of CONTRACTOR or its subcontractors against JEDCO, in connection with work performed in the State of Louisiana, the Parties acknowledge that performance of any work by CONTRACTOR constitutes their recognition

and agreement that a statutory employer relationship as envisioned by La. R.S. § 23:1061, as amended, exists between CONTRACTOR and JEDCO. Such statutory employer relationship applies to direct, borrowed, special or statutory employees of CONTRACTOR and its subcontractors. The Parties further acknowledge that the work to be performed under this AGREEMENT is an integral part of, or essential to, the ability of JEDCO to generate its goods, products or services.

XI. 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 negligent performance of services under this AGREEMENT. CONTRACTOR shall secure and maintain professional liability insurance that will protect it from claims arising out of its professional services provided under this AGREEMENT, whether the services are provided by CONTRACTOR, its agents, representatives, employees and/or by any subcontractors retained by CONTRACTOR in relation to the services provided under this AGREEMENT. CONTRACTOR shall maintain Automobile Liability insurance including coverage for all owned, hired, leased and non-owned automobiles. All certificates of insurance shall be furnished to JEDCO prior to the commencement of services under this AGREEMENT 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.

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

1. Except for any Professional Liability Insurance insurers, CONTRACTOR's insurers will have no right of recovery or subrogation against JEDCO its officers, directors and employees, 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. Except for any Professional Liability or Worker's Compensation coverage, JEDCO, its officers, directors and employees shall be named an additional insured with respect to liability arising out of Work being performed under this Agreement.
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-VII.

1. Workers' Compensation as required by law and Employer's Liability with limits no less than \$1,000,000 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 general aggregate.
3. Professional Liability Coverage with limits no less than \$2,000,000 per claim or \$2,000,000 in the aggregate.
4. Automobile Liability insurance shall include coverage for automobile contractual coverage. The combined single limit for bodily injury and property damage liability shall be not less than \$1,000,000 for any one accident or loss.
5. Excess or umbrella liability coverage in an amount not less than \$5,000,000 per occurrence or \$5,000,000 in the aggregate.

All policies of insurance shall meet the reasonable 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 AGREEMENT, 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. Notwithstanding anything to the contrary herein, CONTRACTOR's indemnification obligations under this AGREEMENT (express or implied) shall not be limited in amount or in scope of coverage to the insurance which is required by CONTRACTOR under the terms hereof.

XII. Indemnity

CONTRACTOR shall defend, indemnify and hold harmless JEDCO, its officers, directors, partners and employees ("Indemnitees") against any and all claims, demand, suits, costs, liabilities, losses 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, caused by or claimed to have been caused by 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.

XIII. General

CONTRACTOR represents 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.

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.

The CONTRACTOR and JEDCO waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this AGREEMENT.

If JEDCO fails to make payments to the CONTRACTOR in accordance with this AGREEMENT, such failure shall be considered substantial nonperformance and cause for termination or, at the CONTRACTOR's option, cause for suspension of performance of services under this AGREEMENT. If the CONTRACTOR elects to suspend services, the CONTRACTOR shall give fifteen (15) days' written notice to JEDCO before suspending services. In the event of a suspension of services, the CONTRACTOR shall have no liability to JEDCO for delay or damage caused JEDCO because of such suspension of services. Before resuming services, the CONTRACTOR shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONTRACTOR's services.

No person or entity other than JEDCO is intended to be a beneficiary of CONTRACTOR's services under this AGREEMENT and the CONTRACTOR shall have no right to maintain any action in contract, tort or otherwise directly against the CONTRACTOR.

Unless otherwise provided for under this AGREEMENT, JEDCO shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth JEDCO's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the CONTRACTOR, JEDCO shall furnish the requested information as necessary and relevant for the CONTRACTOR to evaluate, give notice of or enforce lien rights.

JEDCO and CONTRACTOR shall identify in writing a representative authorized to act on their behalf with respect to the Project. JEDCO shall render decisions and approve the CONTRACTOR's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR's services.

The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by JEDCO and JEDCO's consultants.

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 without regard to its conflict of law principles. 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 may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

WITNESSES:

JEDCO

Signature: _____
Print:

BY: _____
Jerry Bologna
President & CEO

Signature: _____
Print:

WITNESSES:

[FIRM]

Signature: _____
Print:

BY: _____
[REPRESENTATIVE NAME]
[REPRESENTATIVE TITLE]

Signature: _____
Print:

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.