

REQUEST FOR QUALIFICATIONS

To Perform Architectural Design, Engineering, Pre-Construction Services and Construction Management of a Greater New Orleans Food & Beverage Incubator



Project Title: New Orleans Food & Beverage Incubator

RFQ Number: 24-1211

Firm Name: _____

Proposal Receipt Date: _____

Proposal Receipt Time: _____

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

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ATTACHMENTS (can be downloaded at <http://www.jedco.org/public-notifications/>)

Attachment A: Technical Evaluation Committee (TEC) Questionnaire

Attachment B: Required Affidavits

**Jefferson Parish Economic Development Commission (JEDCO)
New Orleans Food & Beverage Incubator**

**Request for Qualifications (RFQ)
JEDCO RFQ Number: 24-1211**

Site Location: 700 Churchill Parkway in Avondale, LA (26-A1-A)

RFQ Submission Deadline:

Request for Qualifications (RFQ) are to be identified by JEDCO Project Title and RFQ Number and arrive no later than **3:30 PM Central Time on Wednesday, December 11, 2024**, by hand, mail or Central Bidding. Central Bidding can be accessed by visiting www.centrauctionhouse.com.

Please address the proposals to the following:

Jefferson Parish Economic Development Commission
ATTN: Scott Rojas
700 Churchill Pkwy
Avondale, LA 70094
Email: srojas@jedco.org

Responses that do not include all the requested information will be automatically withdrawn from consideration. It is the responsibility of the responder to confirm that the completed submission packet was received by JEDCO before the RFQ response deadline.

1.0 Introduction

1.1 Introduction and Purpose

The purpose of this Request for Qualifications is to solicit proposals from qualified applicants to award contracts for:

- Design & Engineering
- Pre-Construction Services
- Construction Management

JEDCO intends to contract with a qualified firm to provide Design & Engineering, Pre-Construction Services and Construction Management. Selection of the firm will be a selection method based on the criteria evaluation and scoring addressed in this RFQ. JEDCO seeks a qualified firm to coordinate the day-to-day facilitation, communication and management of the pre-construction design and construction of this project for the various components described in this RFQ. It is anticipated that the firm will also be responsible for managing several second-tier contractors.

1.2 General Description and Background

In 2021, the only food & beverage food manufacturing wholesale incubator in Greater New Orleans was, Edible Enterprises, located in St. Charles Parish, was forced to permanently shut its doors due to significant damage from Hurricane Ida. Following that storm, several small businesses who were tenants in the

incubator were suddenly scrambling for production space. JEDCO and regional economic development partners worked with US Economic Development Administration, Louisiana Economic Development, Jefferson Parish Council and JEDCO Development Corporation, securing funding to construct a food and beverage incubator in Churchill Park.

The project will include a new 15,000 square foot state-of-the-art food and beverage incubator in Churchill Technology and Business Park. The new facility will include three commercial food manufacturing wholesale kitchens plus other production spaces. Also included will be a separate large focal lobby with event space, café, demonstration kitchen. There will be other areas for dry storage, refrigeration and walk-in freezer storage. A loading dock, offices and a classroom are also part of this building. Additionally, the project includes site preparation, adding/improving parking, utility infrastructure extensions to the facility, site lighting and exterior space (including exterior courtyards and food truck parking).

Approximate facility breakdown (subject to change):

- 3 Food Manufacturing Kitchens
- Demonstration & Training Kitchen
- Office & Meeting Space
- Freezer, Refrigerated & Dry Storage
- Loading Dock
- Café/Outdoor Plaza

The design, engineering, and construction of a food and beverage food manufacturing wholesale incubator will be rented to serve small wholesale food and beverage businesses and other business services, as an epicenter for the New Orleans-Metairie MSA and beyond. Filling a great need for a region known for innovative food businesses, the GNO F&B Incubator will be the only food and beverage food manufacturing wholesale incubator in the New Orleans region and will comprise a standalone building with surrounding space available for future phased expansion as necessary.

2.0 Schedule of Events

Item	Anticipated Schedule
RFQ released/publicized	November 6, 2024
Deadline to receive written inquiries	December 3, 2024
Deadline for JEDCO to respond to written inquiries	December 6, 2024
RFQ Response Deadline	3:30 PM, December 11, 2024
Notification of selected firm(s)	January 6, 2025
JEDCO Executive Committee approval of selection committee recommendation and contract(s)	January 19, 2025
Jefferson Parish Council approval of selection committee recommendation and contract(s)	February 5, 2025
Contract(s) Executed	February 21, 2025

Note: All times are Central Time. JEDCO reserves the right to deviate from these dates. Any deviation in the RFQ response deadline will be issued in an addendum.

3.0 Contract Time Frame

The contract project period is expected to commence by February 21, 2025, following JEDCO Executive Committee and Jefferson Parish Council authorization. Work will be expected to commence immediately following the execution of the contract and will expire with the closeout of construction and acceptance of completion by JEDCO, not to exceed March 31, 2029.

4.0 Budget

JEDCO has received 2023 Disaster Supplemental Funding through an EDA Grant. This funding is a one-time grant for economic development projects that have been impacted by Hurricane Ida. EDA will fund \$2 million for the design, engineering, and construction of the food and beverage incubator building. Additionally, JEDCO identified \$2.2 million in matching dollars (\$1.5 million from the Jefferson Parish Council, \$500,000 from Louisiana Economic Development, and \$200,000 from JEDCO Development Corporation), bringing the total project award to \$4.2 million. The construction estimate for the building is \$3.4 million which does not include design, engineering or FF&E.

5.0 RFQ Response Requirements

5.1 When and Where to Submit

Request for Qualifications (RFQ) are to arrive no later than 3:30 PM Central Time on Wednesday, December 11, 2024, by hand, mail or Central Bidding. Central Bidding can be accessed by visiting www.centrauctionhouse.com.

Please address the proposal as follows:

Jefferson Parish Economic Development Commission
ATTN: Scott Rojas
700 Churchill Pkwy
Avondale, LA 70094
Email: srojas@jedco.org

All submittals are final as of the deadline for this RFQ; no submittal changes will be allowed after the RFQ deadline.

5.2 Verification of Submittal

JEDCO does not automatically provide verification of the date and time submittals are received. If firms desire such verification, they are instructed to email JEDCO at srojas@jedco.org prior to the deadline to verify the packet was received (if mailed or sent by 3rd party carrier) or bring a copy of the cover letter or other form when the packet is hand delivered for signature at the front desk. It is the firm's responsibility to confirm receipt with sufficient time to resubmit if necessary. JEDCO will only confirm that the packet has been received, not that it was completed correctly or completely. All submissions are due by the deadline noted in this RFQ.

5.3 Legibility/Clarity

Responses to this RFQ should include responses to all questions in as much detail as practical. The Submitter's response is to demonstrate an understanding of the requirements and that they have sufficient personnel with relevant experience. Responses should be prepared simply and economically,

providing a straightforward, concise description of the Submitter's ability to meet the requirements of the RFQ. Each Submitter is solely responsible for the accuracy and completeness of its RFQ response.

5.4 Additional Information

Only information provided in the required forms will be considered during the RFQ submission review process. Additional information provided in ancillary documents (e.g. a cover letter) will not be included in the review and scoring process. JEDCO may contact Owners/Agencies listed in Box 13 of the response form to solicit information on the firm's performance.

5.5 Withdrawal of RFQ Response

A responder may withdraw their response to this RFQ. To accomplish this, a written request signed by the authorized representative of the responding entity must be submitted in writing to Scott Rojas either via email with read receipt to srojas@jedco.org or via mail: Jefferson Parish Economic Development Commission, Attn: Scott Rojas, 700 Churchill Parkway, Avondale, LA 70094. The request must be received prior to **3:30 PM Central Time on December 11, 2024**.

5.6 Cost of Preparation

JEDCO is not liable for any costs incurred by prospective Firms prior to issuance of or entering into a Contract. Costs associated with developing the RFQ response and any other expenses incurred by the prospective Firm in responding to this RFQ are entirely the responsibility of the prospective Firm and shall not be reimbursed in any manner by JEDCO.

6.0 RFQ Clarifications Prior to Submittal

Requests for clarification of this RFQ shall be directed in writing to:

- Scott Rojas, Director of Facilities and Information Technologies: srojas@jedco.org

Only **written** requests for clarification received via email by the question deadline as specified in Section 2 of this RFQ will receive a response. Any requests for clarification received via phone, in person or by any other means other than specified above will not receive a response.

Requests for clarification and the related responses as well as any updates to the RFQ will be posted on JEDCO's website at <http://www.jedco.org/public-notifications/>. JEDCO is not obligated to issue a notice when requests for clarification and the related responses are posted; it is the responsibility of the potential respondents to check for this information.

7.0 Amendments to the RFQ

If necessary, JEDCO reserves the right to amend this RFQ during the response time. If a substantial amendment is made within 5 days of the submission deadline, JEDCO may extend the deadline to allow for a minimum of 5 days from when the amendment is posted to the submission deadline. RFQ amendments will be posted on JEDCO's website: <http://www.jedco.org/public-notifications/>. JEDCO will also send out a notification via email to those who have asked to be included on JEDCO's contact notification list. To receive an email when RFQ amendments are posted, send your company's contact information to srojas@jedco.org and indicate that you would like to be placed on the Brownfield RFQ notification list.

8.0 Selection Process

JEDCO reviews each RFQ response for completeness and adherence to the required submission information. Any submissions that do not meet all the criteria required for review as specified in this RFQ are withdrawn from further consideration. The selection committee, comprised of representatives from JEDCO, Jefferson Parish, and the JEDCO Board of Commissioners, then reviews the RFQ submittals and scores them in accordance with JEDCO's scoring criteria. The selected firm(s) will be notified by January 6, 2025, and contract(s) will then be brought to both the JEDCO Board of Commissioners or its Executive Committee and the Jefferson Parish Council for authorization prior to execution.

In accordance with JEDCO's Food and Beverage Incubator RFQ criteria ranking, the significant evaluation factors used in selecting a firm include:

- Experience, both firm and individual (*40 points*)
 - Executive Summary – Provide a narrative Executive Summary (not to exceed one (1) page) which outlines the most prominent points of your firm's proposal.
 - Firm Background/Management Style/Design Philosophy – Provide a brief narrative (not to exceed one (1) page) description of your firm.
 - Education Experience – Provide a complete description of your teams' experience in large and small projects.
 - Staffing Plan – List those key members of your staff who are likely to be assigned to a given project. Please provide resumes for each person listed which includes the number of years of employment with your firm. Show all key roles in a generic Organization Chart.
 - Management Plan – Provide a brief descriptive narrative Management Plan indicating key personnel and responsibilities of your firm's project team. Describe how your firm monitors and controls your design work and that of your consultants relative to the budget and schedule. Describe how your firm manages the movement of information which is critical to well-coordinated design documents to ensure timely provision of information from one party to another and its inclusion in the construction contract documents. Describe your firm's approach to Construction Contract Administration including anticipated regularly scheduled Construction Coordination Meetings, frequency of job site inspections, RFI (Request for Information) turnaround time, frequency of inspection by Structural, Mechanical and Electrical Engineers.
- Past Performance (*30 points*)
 - Describe three projects and include Owner "contact" information where you were able to align the project with the budget and produce maximum value to the Owner.
 - Similar Projects – List as a minimum two (2) similar kitchen project types in terms of scope and cost in your firm's and/or project team's resume.
 - Errors & Omissions – Describe your team's design and fiscal responsibility towards both Design Errors and Design Omissions.
 - Professional References – Provide a list with contact information of five (5) client references who we may contact regarding this proposal. References should be the person who had day to day responsibility for ensuring that projects were completed on time and on budget.
- Current Workload (*5 points*)
 - Assessment of the ability of firm to undertake and successfully complete the work required in a timely and professional manner in addition to the other work in process of the firm.

- Firm Size Relative to Magnitude of Work (10 points)
 - Assessment of the firm's capability to successfully complete, in a timely and professional manner, all work required in view of the level of staffing and assets of the firm relative to the level of staffing and assets required to do all work required.
- Responsiveness to Scope of Work (10 points)
 - Assessment of the firm's proposal to complete the tasks described in the work scope, demonstrating an ability to achieve the objectives of the scope within a realistic work schedule.
- Other (5 points)
 - Two-and-one-half points if women-owned business. Two-and-one-half points if a minority-owned business.

The highest possible score is one hundred (100) points. The Evaluation Committee may elect, at their discretion, to hold interviews with the top three (3) scored respondents.

RFQ responses shall be evaluated based solely on the information provided in the response except for the prior work conducted for JEDCO and/or similar work performed. JEDCO reserves the right to contact any of the contacts listed in the RFQ response related to past performance of similar work for feedback related to the ranking criteria. JEDCO will contact the Owners/ Project Managers listed in the RFQ response in the "Firm's most relevant project experience" section for their input and recommendation. This information will then be factored into the score for "Past Performance."

Failure to submit all the information required on the New Orleans Food & Beverage Incubator RFQ Response Form for the prime and each subconsultant will constitute a non-response and the response will be withdrawn. Failure to submit the information in both hard copy and in electronic form as specified in Section 5 of this RFQ will constitute a non-response and the RFQ response will be withdrawn.

The person or firm submitting a proposal shall have the following minimum qualifications:

1. One principal who is a professional engineer who shall be registered as such in Louisiana
2. A professional in charge of the project who is a professional engineer who shall be registered as such in Louisiana with a minimum of five (5) years' experience in the disciplines involved
3. One employee who is a professional engineer registered as such in Louisiana in the field or fields of expertise required for the project (A sub-consultant may meet the requirement only if the advertised project involves more than one discipline.)

9.0 Contract Negotiations

If for any reason a Firm selected by the JEDCO in response to this RFQ does not agree to a contract, does not meet JEDCO's Firm requirements, or is otherwise unable to perform the services described in this RFQ, that RFQ response shall be rejected, and JEDCO may negotiate with the next most responsive Firm. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed and executed by both JEDCO and the selected Firm prior to issuance of a notice to proceed.

10.0 Work Description

The selected Firm(s) shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, lodging, and subcontractors) necessary to perform the tasks.

A Commencement Meeting shall be held between the selected Firms' key personnel and JEDCO's New Orleans Food & Beverage Food Incubator Team to discuss the services to be performed and answer any questions regarding the contract. The meetings shall be held at JEDCO's Offices.

10.1 Scope of Work to be Performed

The Scope of Work to be performed by the selected Firm may include any of the activities described below and will be determined by the specific notices to proceed issued under the contract awarded as a result of this RFQ. The information below is provided as a general overview of services. The exact scope will be determined on a site-by-site basis and included in each notice to proceed.

11.0 Personnel

11.1 Employees.

The selected firm(s) shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by the selected firm(s) shall be the sole and exclusive employees of the selected firm(s) and shall be paid by the firm(s). The selected firm(s) shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

11.2 Appropriate Personnel.

The selected firm(s) shall provide only trained personnel and their 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 selected firm(s) is unsatisfactory in any material respect, JEDCO shall request the firm to exclude the employee or employees from work under the contract, and the firm shall so comply with such request.

11.3 Non-Discrimination.

The selected firm(s) shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color national origin, or disability.

11.4 Substitution of Personnel.

The selected firm(s) acknowledges that the contract is contingent upon the personnel defined in their response to this RFQ, and that if during the term of the contract the firm is unable to provide those defined personnel, the firm shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to JEDCO for approval prior to each personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.

12.0 Project Management

The selected Firm shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities of project management shall

continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the selected Firm.

Project management shall include, but not be limited to, the following activities:

- Supervision of the selected Firm's personnel;
- Communications, including reporting problems encountered in performing this work and notifying JEDCO of schedule delay, additional costs, and/or corrective actions;
- Contract administration;
- Invoice and monitoring report preparation;
- Compliance by the selected Firm with all contract clauses and conditions;
- Scheduling meetings;
- Participating in meetings at JEDCO's office or project-appropriate location and/or participating in interim conference calls as necessary;
- Record-keeping;
- Preparation and submission of submittals and deliverables as specified in this RFQ;

The selected Firm shall assign a Project Director as listed in the selected Firm's RFQ response to represent the selected Firm's organization and manage projects. The selected Firm's Project Director shall be responsible for project monitoring and compliance, and for keeping JEDCO informed of the project status through regular monitoring reports and informal communication.

13.0 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.

These affidavits can be found on <http://www.jedco.org/public-notifications/> as Attachment C.

14.0 Records, Accounts and Reports.

14.1 Books and Records.

The selected firm(s) shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to JEDCO, within Jefferson Parish for a period not to exceed three (3) years after termination of the contract. The selected firm(s) shall permit JEDCO and JEDCO's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during the firm(s)'s normal business office hours the books and records pertaining to the services provided under this Agreement. JEDCO's right to audit, inspect, and make copies of the firm(s)'s records shall be at the sole expense of JEDCO.

14.2 Periodic and/or Annual Reports.

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

15.0 Independent Contractor.

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

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 the selected firm(s); or
- d. pay workers' compensation insurance premiums for coverage for the selected firm(s).

The selected firm(s) 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.

The selected firm(s) 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 the selected firm as an independent contractor. The selected firm(s) further agrees to reimburse JEDCO for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

16.0 Insurance.

The selected firm(s) shall secure and maintain at its expense such insurance that will protect it, and JEDCO, from claims under the Workers' 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 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.

- 20.1** All policies and certificates of insurance of the selected firm(s) shall contain the following clauses:
- a. The firm(s)'s 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.
 - b. JEDCO shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by the selected firm(s).
 - c. 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.
 - d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the selected firm(s).
- 20.2** Prior to the execution of a contract, the selected firm 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.
- a. Workers' Compensation Insurance: In the event the selected firm hires workers within the State of Louisiana it shall obtain Workers' Compensation Insurance. As required by Louisiana State Statute exception, employer's liability shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures; otherwise, this limit shall be no less than \$500,000.00 per occurrence.
 - b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
 - c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damage.
 - d. Professional Liability Insurance in the sum of at least One Million Dollars (\$1,000,000.00)
 - e. Umbrella Liability Insurance: An umbrella policy or excess may be used to meet minimum requirements.

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, the selected firm shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above. Upon failure of the selected firm to furnish, to deliver and maintain such insurance as above provided, the contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of the selected firm(s) to take out and/or to maintain insurance shall not relieve the firm(s) from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the selected firm(s) concerning indemnification.

17.0 Indemnification.

The selected firm(s) 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 person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by the selected firm(s). Further, the selected firm(s) 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. The selected firm(s) 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.

18.0 Covenant against Contingent Fees.

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

19.0 Governing Law and Jurisdiction.

All activities associated with this RFQ 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 RFQ. The selected firm(s) does, by signing a contract pursuant to this RFQ 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 selected firm(s) 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.

20.0 Inspector General.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission, and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). Every corporation, partnership, or person contracting with JEDCO, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.