



Request for Proposals

Provide strategic direction for the future marketing of the Churchill Technology & Business Park that will enhance and strengthen the potential for investment in Jefferson Parish.

Purpose

The Jefferson Parish Economic Development Commission (JEDCO) will soon begin the implementation of an image and marketing campaign to promote development of the Churchill Technology & Business Park in Jefferson Parish. The purpose of the campaign is to develop the identity of the technology park for the future economic growth of Jefferson Parish.

In order to redefine the focus for the image and marketing campaign, JEDCO is seeking proposals/bids from real estate or site selection consulting firms to formulate a strategic position for the future marketing of the Churchill Technology & Business Park. JEDCO is not requesting a targeted industry study but is interested in contracting with a consulting firm knowledgeable about site selection, real estate development and potential marketing channels. It is the intent to enter into a 60-day agreement with the selected firm.

Background

The Churchill Technology and Business Park is a 500 acre site, designed as a mixed-use, flexible space park targeting high-end office, technology, distribution, light manufacturing and service industries. JEDCO's administrative offices, its technology incubator and the Patrick F. Taylor Science and Technology Academy will be located in the park. An economic analysis of the park by William Smolkin and Associates project that the development of the park will provide 12,707 jobs; total wages of \$492,444,623 with an average annual salary of \$38,747 within 20 years.

The first phase of this project calls for infrastructure and site improvements to 40 acres. Beverly Construction Co., LLC has completed phase one of this development which included clearing and surcharge of the property. Infrastructure construction will begin shortly and is expected to be complete by late 2008. The Patrick F. Taylor Science and Technology Academy, JEDCO's administrative offices and its technology incubator are currently being designed and construction will begin in 2008.

Methodology

The objective of this Request for Proposals is to enter into a contract that addresses the above stated purpose; a firm's experience, qualifications of key project personnel and cost will be considered.

Marketing strategy and insight into prevailing trends will allow JEDCO to target future marketing initiatives for the park.

Scope of Service

The selected agency will interface directly with JEDCO's Marketing and PR Manager and perform the following services:

Develop a market position for the Churchill Technology & Business Park as a platform for future marketing initiatives. This may include but not limited to:

- (a.) Review park's intended targeted industry sectors and make recommendations
- (b.) Identify key selling strengths/assets of the technology park and Jefferson Parish (JEDCO is not requesting a SWOT analysis of the parish)
- (c.) Recommend marketing/media conduit for regional and/or national audience

Proposal Format and Content

A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be ineligible.

- (a.) **Introduction:** Proposals must include the complete name and address of firm and the name, mailing address, and telephone number of the person JEDCO should contact regarding the proposal.
- (b.) **Format:** All proposal submissions should be typed in a bulleted format that is quick and easy to read. Please avoid sending numerous pages of copy-heavy information.
- (c.) **Confirmation:** Proposals must confirm that the firm will comply with all of the provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company.
- (d.) **Methodology:** Proposals need to include a brief description of the methodology firm intends to employ to accomplish the work.
- (e.) **Timeline:** Proposals must include a recommended schedule/timeline for implementation.
- (f.) **Costs:** Proposals must include a breakdown of estimated costs and the overall total cost.
- (g.) **Firm's Background:** Proposals need to include brief information, not to exceed one (1) 8-1/2" x 11" page, regarding company's size, experience and qualifications to perform this work.
- (h.) **References:** Proposers need to include the names, addresses, telephone numbers and contact person for at least three (3) clients for whom similar services have been performed.
- (i.) **Confidentiality:** Proposer should mark any page(s) of the proposal CONFIDENTIAL if it deems information on that page to be confidential. Data bearing this legend is still subject to the Louisiana Public Records Law, and JEDCO assumes no responsibility for disclosure or use of same.

Submission of Proposal

Companies who wish to respond to this RFP must submit five copies of the aforementioned information and bids no later than 5:00 p.m. on Friday, July 31, 2007 to the following address: Scott Rojas, Marketing & PR Manager, JEDCO, 3445 North Causeway Blvd., Suite 300, Metairie, LA 70002.

All submissions become property of JEDCO and will not be returned. All costs associated with the submission preparation will be borne by the submitting contractor.

Evaluation

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by representatives of JEDCO, who will select finalists. These finalists may be asked to make a presentation before a consultant selection committee comprised of local business and governmental representatives.

The objective of this Request for Proposal is to achieve the contract agreement most advantageous to JEDCO in factors such as content of response to proposal, firm's qualifications, qualifications of key project personnel, cost and past/current professional accomplishments.

Consideration	Value
Content of response to proposal	20%
Firm's qualifications	20%
Qualifications of key project personnel	20%
Cost	20%
Experience with real estate/site selectors in business park development	20%

Contract Negotiations

JEDCO shall negotiate the details of service delivery, the terms of the contract, and the contract price with the firm selected. In the event the contract cannot be successfully negotiated, JEDCO will seek authorization from its Tech Park Blue Ribbon Committee to negotiate a contract with another offeror.

The apparent successful vendor will be expected to enter into an agreement with JEDCO which is substantially the same as the contract included with this RFP as an attachment. Any agreement with JEDCO must be approved by the JEDCO Board of Commissioners and The Jefferson EDGE.

In no event is the vendor to submit its own standard contract terms and conditions as a response to this RFP. The vendor needs to address the specific language in the attachment, and submit whatever exceptions or exact contract modifications that their firm may have to the proposed terms and conditions. The standard clauses are mandatory in content and must be included verbatim in the contract.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

Inquiries

Questions arising regarding this Request for Proposals should be directed to:

Scott Rojas, Marketing & PR Manager
JEDCO
3445 N. Causeway Blvd., Suite 300
Metairie, LA 70002
Phone : (504) 833-1881
E-mail : srojas@jedco.org

Attachments: Sample Contract
Sample Scorecard

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT
AND**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2007, by and between the Jefferson Parish Economic Development and Port District herein represented by its Executive Director, _____, (hereinafter referred to as "JEDCO"), and _____, a Louisiana business corporation, represented herein by _____, its duly authorized President/CEO (hereinafter referred to as the FIRM). JEDCO and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

I. Administration of Contract

All work shall be under the direction of JEDCO's Executive Director, hereinafter called the DIRECTOR, and all studies, plans and reports, documents, and other work products furnished under this AGREEMENT shall be submitted to JEDCO's marketing and public relations manager, and all approvals and administration of this Agreement shall be through said manager.

II. Scope of Services/Deliverables

The Jefferson Parish Economic Development Commission (JEDCO) will soon begin the implementation of an image and marketing campaign to promote development of the Churchill Technology & Business Park in Jefferson Parish. The purpose of the campaign is to develop the identity of the technology park for the future economic growth of Jefferson Parish.

In order to redefine the focus for the image and marketing campaign, JEDCO is seeking proposals/bids from real estate or site selection consulting firms to formulate a strategic position for the future marketing of the Churchill Technology & Business Park. JEDCO is not requesting a targeted industry study but is interested in contracting with a consulting firm knowledgeable about site selection, real estate development and potential marketing channels. It is the intent to enter into a 60-day agreement with the selected firm.

Develop a competitive market position for the Churchill Technology & Business Park as a platform for future marketing initiatives. This may include but not limited to:

- (a.) Review park's intended targeted industry sectors and make recommendations
- (b.) Identify key selling strengths/assets of the technology park and Jefferson Parish (JEDCO is not requesting a SWOT analysis of the parish)
- (c.) Recommend marketing/media conduit for regional and/or national audience

All deliverables created within the scope of the contract period will remain property of JEDCO and may be used without notice and without compensation to the firm.

III. Contract Duration

The term of this agreement will commence on the date of execution and shall terminate 60-days thereafter.

IV. Financial Matters

As consideration for the services to be rendered by the FIRM, JEDCO shall reimburse FIRM for expenses incurred and properly documented during the time periods as mutually agreed upon.

Additionally, expenses may exceed this agreed amount only if specifically authorized by JEDCO's executive director or marketing & public relations manager.

BUDGET

Payment to the FIRM under this contract comes from The Jefferson EDGE funds held by JEDCO, which are currently in place.

V. Records, Accounts and Reports

5.1 Books and Records. FIRM 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. FIRM shall permit JEDCO and JEDCO's agents from time-to-time to inspect copy and audit during FIRM'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 FIRM. JEDCO's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of JEDCO.

5.2 Periodic and/or Annual Reports. At any time, JEDCO may request that the FIRM, 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 firm. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

VI. Personnel

6.1 Employees. FIRM 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 FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

6.2 Appropriate Personnel. FIRM shall provide only trained personnel. FIRM'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 FIRM is unsatisfactory in any material respect, JEDCO may request FIRM to exclude the employee or employees from work under this contract.

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

VII. Assignment

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

VIII. Use of Subcontractors

If the Firm intends to use the services of a subcontractor to provide expertise in economic development assessment/marketing, research and polling, etc. to meet the goals, objectives and strategies for each deliverable, the Firm shall:

- (a.) Not engage the services of any additional subcontractor without the prior written approval of JEDCO.
- (b.) Furthermore, the FIRM shall not substitute any subcontractor(s) without the written approval of JEDCO.
- (c.) Any subcontractor performing services pursuant to this Agreement shall comply with the insurance and indemnity provisions contained in this Agreement between JEDCO and the FIRM.

IX. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the FIRM to comply with the terms and/or conditions of the contract; provided that JEDCO shall 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 and 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 this contract at any time by giving thirty (30) days written notice to the FIRM. The FIRM shall be entitled to payment for deliverable in progress, to the extent work has been performed satisfactorily.

X. Notice

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

FIRM NAME
ADDRESS 1
ADDRESS 2
CITY, STATE ZIP

Executive Director
JEDCO
3445 North Causeway Boulevard
Suite 300
Metairie, LA 70002

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

XI. Independent Contractor

While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or

joint venturer of JEDCO. JEDCO shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this agreement.

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

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

FIRM agrees to indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from JEDCO'S treatment of FIRM as an independent contractor. FIRM 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.

XII. Insurance

FIRM shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage provided to JEDCO. All notices will name FIRM, and identify the Parish Council Resolution approving the terms of the contract. JEDCO may examine the policies at any time and without notice.

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

1. FIRM insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. JEDCO shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
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 FIRM.

B. Prior to the execution of this agreement, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event FIRM hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

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, FIRM shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

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

XIII. General

FIRM shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this AGREEMENT.

Further, FIRM 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. FIRM 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.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this 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 FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The 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.

This agreement represents the entire Agreement between JEDCO and FIRM. This Agreement may only be amended in writing by authority of JEDCO and a Jefferson Parish Council Resolution, and must be signed by both JEDCO and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- (a.) the contract document;
- (b.) Resolution No.105529;
- (c.) the RFP
- (d.) Firm's written proposal

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

WITNESSES:

JEDCO

BY: _____

Executive Director

WITNESSES:

BY: _____

Federal Tax I.D. #: _____

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared _____, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by _____ of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of _____, the other subscribing witness.

WITNESS

Sworn to and Subscribed before me
this ____ day of _____, 2007.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared _____, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by _____ of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of _____, the other subscribing witness.

WITNESS

Sworn to and Subscribed before me
this ____ day of _____, 2007.

NOTARY PUBLIC

(Attachment: Sample Scorecard)

RFP Scorecard

Reviewer's Name: _____

Date of Review: _____

EVALUATION FORM FOR _____
(Firm's Name)

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

EVALUATION CRITERIA AND SCORING

(THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100)

Content of Response to Proposal

Maximum Point Value for this Section - 20 Points

EVALUATOR'S NOTES:

Firm's Qualifications

Maximum Point Value for this Section - 20 Points

EVALUATOR'S NOTES:

Qualifications of Key Project Personnel

Maximum Point Value for this Section - 20 Points

EVALUATOR'S NOTES:

Cost

Maximum Point Value for this Section - 20 Points

EVALUATOR'S NOTES:

Experience with Real Estate/Site Selectors in business park development

Maximum Point Value for this Section -20 Points

EVALUATOR'S NOTES:

TOTAL SCORE

Additional Comments: