

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR
RFP SOLICITATION No. 3000002999**

**MANAGEMENT OF SPONSORSHIP AND ADVERTISEMENT
PROGRAM FOR LADOTD ASSETS**

THIS PROGRAM IS A GEMS INITIATIVE

**PROPOSAL SUBMISSION DEADLINE:
MONDAY, OCTOBER 27, 2014 BY 3:00 P.M. CST**

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (LADOTD) (herein referred to as the State) for the purpose of establishing a contract to create new revenue streams and reduce maintenance/operating costs by providing a comprehensive sponsorship and advertisement program for various LADOTD assets. In support of this program and to maximize the sponsorship and advertisement revenue potential, the State seeks an experienced firm to plan, implement, market and manage a full-service sponsorship and advertisement program.

The assets available for sponsorship or advertisement may include but not be limited to; Rest Areas and Visitors Centers, Acknowledgement Highway Signage, Unique Roads & Bridges, Scenic Areas, Ferries, Ferry Terminals, Toll Plazas & Gantries, Co-Branding of DOT and Sponsor Vest/Uniforms, 511 Signage, Maintenance Vehicles and selected Buildings.

1.2 Background

Sponsorship and advertisement programs are growing in popularity and are becoming a significant opportunity for highway agencies to generate critical revenue support needed to build, operate and maintain key facilities and services. The Federal Highway Administration (FHWA) released updated guidelines in April 2014 clarifying the use of sponsorship and acknowledgment signs on the right of way. The new guidelines allow the use of business logo and emblems that were not allowed under previous programs. This provides the State the opportunity to offer Sponsorship opportunities that will provide additional revenue streams to benefit the travelling public with an improved transportation system.

It is FHWA's policy to allow the use of signs to acknowledge the provision of highway-related services under both corporate and volunteer sponsorship programs. It is essential that good, basic engineering practices be followed, such as simplifying sign message content, using reasonable sign sizes as specified in the provisions of the Manual on Uniform Traffic Control Devices (MUTCD) and to minimize driver distraction.

Similarly, Louisiana law and regulation permits advertisement on LADOTD-owned assets not covered by federal law and regulation, creating opportunities that could provide additional revenue streams from these categories of assets.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of contract is for the period 3 years. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24)

additional months at the same rates, terms, and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 36 month term, prior approval by the Joint Legislative Committee on the Budget (JCB) or other approval authorized by law shall be obtained. Such written evidence of JLB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3 year term.

DOTD reserves the right to cancel Contract per Termination provisions (Item 4: 4.1, 4.2, or 4.3) detailed in Attachment III (Sample Contract).

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857 or Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: 225-379-1857
contractservices@la.gov

This RFP is available in electronic form at
<http://webmail.dotd.state.la.us/AgreStat.nsf/BWebView?OpenPage> and
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

or in printed form by submitting a written request to the RFP Coordinator.

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CST** on the date specified in the Schedule of Events. *DOTD's email computer server clock will be considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services
<http://webmail.dotd.state.la.us/agrestat.nsf/BWebAddendums?OpenPage> and LaPAC websites
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>
as an Addendum to the RFP by the deadline shown in the Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the DOTD. Any communications from any other individuals are not binding to the DOTD.

2.4 Definitions

Contractor-the successful proposer who is awarded a contract

Proposer-an individual or organization submitting a proposal in response to an RFP

Shall, Must, Will- words used to denote a mandatory requirement

Should, May, Can- words used to denote an advisory or permissible action

LADOTD – means the Louisiana Department of Transportation and Development

Sponsorship – A process in which a third party organization provides monetary resources or other service in change for recognition at a specified facility

VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	September 26, 2014
Deadline for receipt of Written inquiries	October 3, 2014 3:00 P.M. CST
Issue responses to Written inquiries	October 10, 2014
Deadline for receipt of Proposals	October 27, 2014 3:00 P.M. CST
Announce Award of Contractor Selection	December 1, 2014 (on or about)
Contract Execution	January 5, 2015 (on or about)

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is desirable that Proposers meet or exceed the following qualifications:

- Has previously provided, or currently providing, similar sponsorship or advertisement related services to at least two different agencies, or has provided services of a comparable level in the private sector.

3.2 Determination of Responsibility

Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites:

<http://webmail.dotd.state.la.us/agrestat.nsf/BWebAddendums?OpenPage>

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This

general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, proposers should acknowledge in their proposals total responsibility for the entire contract. S

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *ten* business days or if the selected Proposer fails to sign the final contract within *ten* business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *3:00p.m.* CST on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Alan A. Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, Room 405-T
Baton Rouge, Louisiana 70802-4338

Telephone: (225) 379-1989

Fax: (225) 379-1857

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason, are not received timely, will not be considered.

The proposal should be identified with RFP Solicitation No. 3000002999 and Project Name: Management of Sponsorship and Advertisement Program for LADOTD Assets and shall be submitted prior to 3:00 p.m. CST on Monday, October 27, 2014.

The DOTD requests that One Original (stamped “original”) and five copies of the proposal along with an electronic copy (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one year from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. *The Proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek.* While final wording

will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Include at least three (3) references from previous similar projects.

Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1.

5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation, (if applicable)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified

Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), *a description of the work each will perform, and the dollar value of each subcontract.*

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianafoward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1.

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

5.4 Approach and Methodology

The Proposer should provide a detailed description of the proposed approach and methodology as it relates to the following:

- Proposer's understanding of the nature of the project and how it will best meet the needs of the state agency.
- Startup Activities: Describe the initial startup activities that would need to occur prior to beginning the active marketing of sponsorship opportunities.
- Marketing Strategy: Describe proposed strategy for marketing the available sponsorship and advertisement opportunities, the types of potential sponsors that would be contacted and any proposed unique approaches to the marketing strategy.
- Overall Sponsorship and Advertisement Program: Describe the process for developing, implementing and maintaining a statewide multi-asset sponsorship and advertisement program. Describe the process for ensuring the program will provide the best value to the State over a period of time.
- Signage Installation and Maintenance: Describe the process to design, manufacture, install and maintain sponsorship and advertisement signs and structures. Provide a schedule for replacing or refurbishing structures and signs.
- Administration: Describe record-keeping, billing and reporting systems. Describe your proposed inventory management system and the type of information that would be provided to the State throughout the contract.
- Additional Sponsorship or Advertisement Opportunities: Beyond the assets and sponsorship and advertisement types already described in this RFP, describe any additional types of sponsorships or advertisements that may be offered to the State to increase the revenue potential of this program.

5.5 Revenue Sharing Proposal

The Contractor will be compensated for its services in developing, marketing, implementing and managing the sponsorship and advertisement program by retaining a share of the gross revenue generated by the program. The Proposer shall provide annual revenue sharing to the State in two components: 1) A guaranteed minimum annual payment 2) a percentage of the annual gross revenue above the Guaranteed Annual Payment. All Proposer costs related to the startup, marketing, implementation, management and operation of the program will be at the expense of the Proposer and borne by the Proposer's share of gross revenue.

The revenues will be calculated as follows:

- a) *Annual Gross Total Revenue*: The total Annual Gross Revenue derived from all revenue sources under the contract.
- b) *Guaranteed Minimum Annual Payment*: The minimum amount to be remitted to the State during each calendar year of the contract.
- c) *Shared Annual Gross Revenue*: The Annual Gross Revenue derived from all revenue sources under the contract less the Guaranteed Minimum Annual Payment.
- d) *State Percentage of Shared Annual Gross Revenue*: The percent of Shared Annual Gross Revenue due to the State in addition to the Guaranteed Minimum Annual Payment.

The total due to the State is the Guaranteed Minimum Annual Payment plus the amount corresponding to the State Percentage of Shared Annual Gross Revenue x Shared Annual Gross Revenue.

The Proposer should clearly identify in the proposal the *Guaranteed Minimum Annual Payment* and the proposed *State Percentage of Shared Annual Gross Revenue*.

The *Guaranteed Minimum Annual Payment* shall be the same amount for each year of the 3-year contract.

The *State Percentage of Shared Annual Gross Revenue* shall be a single percentage applied to all the Shared Annual Gross Revenue.

For the purposes of grading Revenue Sharing, the amount of revenue from all proposers shall be set at \$2,000,000. Since the actual amount will be undeterminable at this time.

Each proposer shall state a Guaranteed Minimum Annual Payment along with State Percentage of Shared Annual Gross Revenue.

The Proposer shall include a Revenue Sharing Proposal Summary table similar to the Example below.

Example Revenue Sharing Proposal Summary	
<i>Guaranteed Minimum Annual Payment</i>	\$XXX,XXX per year
<i>State Percentage of Shared Annual Gross Revenue</i>	XX%

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions

The State reserves the right during oral presentation to conduct a best and final offer process (BAFO) with one or more proposers determined by the evaluation committee to be reasonable susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers. Information, pricing, and terms and conditions proposed by any other proposer will not be revealed during any BAFO process. However, the BAFO process may result in an increase in a proposer's technical or pricing score when appropriate.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

For Criteria **one** through **three**, each proposal shall be scored with 0 being the lowest score and the highest possible score as shown in the Maximum Score column for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be scored as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Criteria 5 Revenue Sharing will be scored as described in 6.5.1 Revenue Sharing

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	15
2. Corporate Background and Experience	20
3. Proposed Project Staff	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Revenue Sharing	40
TOTAL SCORE	100

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary on the basis of the responsive and responsible proposer with the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.5.1 Revenue Sharing

The Proposer with the highest revenue sharing total shall receive 40 points. The process for determining each proposer's revenue sharing total is outlined below. Other proposers shall receive cost points based upon the following formula.

$$\text{BRS} = (\text{RS}/\text{HRS} \times 40)$$

Where: BRS = Computed revenue score (points) for proposer being evaluated
 HRS = Highest proposed revenue sharing of all proposers
 RS = Total revenue sharing of proposer being evaluated

Computed revenue score (points) for proposer being evaluated (BRS) will be the Guaranteed Minimum Annual Payment + (\$2,000,000 - Guaranteed Minimum Annual Payment)* State Percentage of Shared Annual Gross Revenue * 75%. A discounted 75% value will be given to future percentage payment for the year. For determining this scores for all proposers an estimated value of \$2,000,000 will be used for total revenue. The actual revenue is unknown at this time.

The above calculation will be averaged for multiple Annual Gross Total Revenue amounts to account for proposed percentages that may vary based on the Shared Annual Gross Revenue amount.

Example Calculation of Total Revenue Sharing amount:

The following example illustrates how revenue sharing amounts will be calculated. The assumptions are purely for example use only.

Assumptions:

Proposer A submits the following:

Guaranteed Minimum Annual Payment: \$300,000
State Percentage of Shared Annual Gross Revenue: 35%

Proposer B submits the following:

Guaranteed Minimum Annual Payment: \$400,000
State Percentage of Shared Annual Gross Revenue: 20%

Revenue Calculations

For this example, the Annual Gross Total Revenue from the contract is assumed to be \$2.0M. The actual scoring will use multiple assumptions for Annual Gross Total Revenue, set by DOTD in advance of publication of this request for proposals, and then use the average revenue amount for the multiple options. The assumptions regarding Annual Gross Total Revenue shall remain confidential until after the contract contemplated by this RFP is awarded.

The total amount of revenue that Proposer A would pay to the State would be:

\$300,000 plus 35% of (\$2,000,000 - \$300,000) = \$895,000

The BRS score for Proposer A would be:

\$300,000 plus 35% of (\$2,000,000 - \$300,000) times 75% = \$746,250

The total amount of revenue that Proposer B would pay to the State would be:
\$400,000 plus 20% of (\$2,000,000 - \$400,000) = \$720,000

The BRS score for Proposer B would be:
\$400,000 plus 20% of (\$2,000,000 - \$400,000) times 75% = \$640,000

Highest proposed revenue sharing of all proposers would be from Proposer A with a value of \$746,250.

In this example, Proposer A would receive the full 40 points for the Revenue Sharing score.

Proposer B would receive $(\$640,000/\$746,250) \times 40 = 34.3$ points.

Also, note in the above example that Proposer A would be keeping \$1,105,000 of the \$2.0M total, and Proposer B would be keeping \$1,280,000 of the \$2.0M total. These amounts represent the total compensation for the Proposer and would cover all costs and profit associated with planning, marketing, implementing and managing the program.

6.5.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/AgreStat.nsf/BWebAwards?OpenPage>

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

Prior to the award of the contract, if the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

Prior to the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

Vendor Registration

DOTD strongly encourages contractors to register on the LaPac website.

<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

7.2 Billing and Payment

Billing and payment terms shall be finalized with the successful Proposer based on the Revenue Sharing amount included in the proposal.

Payment of the Guaranteed Minimum Annual Payment shall be due in one LUMP SUM payment to be paid within thirty days of the issuance of a notice to proceed to Contractor, and thereafter upon the anniversary of the due date of the first payment. Payment of the State Percentage of Shared Annual Revenue shall be due as a LUMP SUM payment within 30 days following the completion of each contract year.

7.3 Contract Terms & Conditions

The proposer shall be required to enter into a Contract with DOTD that is substantially the same as Attachment III. Any changes to those terms shall be negotiated if state law allows such negotiation.

7.4 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the LADOTD.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor will be required to plan, implement, market and deliver a comprehensive and quality sponsorship and advertisement program with a significant marketing presence to create opportunities for sponsorship and advertisement for a wide variety of LADOTD assets.

General Requirements:

- The primary goal of the program is to generate the highest level of annual, recurring revenue.
- The Contractor must, at all times, represent the best interests of and provide the most competitive compensation to the State for the rights to utilize the sponsorship and advertisement opportunities thru this contract.
- Unless specifically provided otherwise in writing by the State, the Contractor shall be obligated to submit to State for approval of all promotional content, announcements, website and social media postings, signage and related marketing materials prior to use.
- The Contractor will be compensated for its services in developing, marketing and managing the program based on a revenue sharing agreement as indicated in this RFP.
- The program shall not be administered in any way that imposes a fee upon visitors or users of any State asset.

The services to be performed under this contract will consist of, but not be limited to, the following:

2 Tasks and Services

Sponsorship and Advertisement Program Development, Marketing and Management

Contractor shall plan, market, implementing and managing the overall sponsorship and advertisement program of LADOTD assets with the following guidelines and requirements.

- a. Available Assets for Sponsorship or Advertisement – Subject to the requirements and limitations of federal and state law, regulation, and funding programs, as applicable, the assets available for sponsorship and advertisement shall include all assets of the Department where sponsorship or advertisement does not currently exist, except for the excluded assets listed below:
 - i. DOTD Headquarters Building, 1201 Capitol Access Dr., Baton Rouge, LA 70802;
 - ii. DOTD Headquarters Annex Building, 1212 East Highway Drive, Baton Rouge, LA 70802;
 - iii. DOTD District 02 Headquarters, 1440 US 90, Bridge City, LA 70094;
 - iv. DOTD District 03 Headquarters, 428 Hugh Wallis Rd., Lafayette, LA 70508;
 - v. DOTD District 04 Headquarters, 3339 Industrial Drive, Bossier City, LA 71112;

- vi. DOTD District 05 Headquarters, 8010 Desiard Rd., Monroe, LA 71203;
- vii. DOTD District 07 Headquarters, 5827 US 90 East, Lake Charles, LA 70615;
- viii. DOTD District 08 Headquarters, 3300 MacArthur Dr., Alexandria, LA 71301;
- ix. DOTD District 58 Headquarters, 6217 La 15, Chase, LA 71324;
- x. DOTD District 61 Headquarters, 8100 Airline Hwy, Baton Rouge, LA 70815;
- xi. DOTD District 62 Headquarters, 685 N. Morrison Blvd., Hammond, LA 70401;
- xii. DOTD LA 1 Customer Service Center, 1821 S. Alex Plaisance Blvd., Golden Meadow, LA 70357;
- xiii. 10 Veterans Blvd., New Orleans, LA 70124; and

The contractor shall:

1. Supply and install all signage, display frames or other display materials related to the sponsorship or advertisement.
2. Provide Interstate Sponsorship Signage: One advanced interstate acknowledgement sign will be allowed approximately one mile upstream of the location that is sponsored. Sign must be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and all federal and state statutes and regulations. Sign locations must be approved by the State and shall only be installed where adequate spacing is available between the acknowledgement sign and other higher priority signs.
3. Provide Exterior Site Informational Opportunities: Exterior site opportunities at the listed assets include all grounds exterior to buildings as well as the exterior façade of buildings. Information provided to the public must be aimed at travelers at the location and not at the main traveled way of the highway.
4. Provide Interior Signage Displays: The Contractor shall have the right and authorization to install signage or other displays within buildings. Both static signage as well as electronic signing (video screens, kiosks, and electronic banners) is allowed, to the extent permitted by applicable laws and regulations.
5. Seek and negotiate agreements for securing revenue-generating sponsorships or advertisements, as applicable, on non-excluded assets, and shall use all legally permissible efforts to maximize annual gross revenues derived from such agreements. This contract shall not prohibit the State from entering into agreements under existing programs such as Adopt-a-Highway, Tourist Directional Signing or the LOGO program.
6. Submit the proposed content of all signage prior to installation for approval by the State. This approval shall be in the nature of a determination that the state has no objection to the proposed signage, and shall not constitute an endorsement or warranty by the State that the proposed signage is in compliance with applicable laws or regulations. It shall be the Contractor's sole responsibility to ensure that all proposed signage is in compliance with all applicable federal, state, and local laws and regulations.

3 *Deliverables*

Payment of the Guaranteed Minimum Annual Payment shall be due in one LUMP SUM payment to be paid to the state within thirty days of the issuance of a notice to proceed to Contractor, and thereafter upon the anniversary of the due date of the first payment. Payment of the State Percentage of Shared Annual Revenue shall be due to the State as a LUMP SUM payment within 30 days following the completion of each contract year.

Contractor shall provide a detailed financial report that discloses income received to validate the revenue share paid to the State.

- A. Safeguarding Program Revenue – Contractor shall ensure compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures.
- B. Retention of Program Records/Audit by State - Contractor shall maintain the project records and files for the project during the course of the project and for a period of five years after the date of termination of the project or for five years after the date on which the last remittance to the State is been made, whichever occurs later. All project records shall be considered the property of the State and shall be made available to the State on or off the premises for review and audit, Contractor shall upon request of the State deliver all project records and files to the State in a format to be determined by the State (allow for electronic vs. paper).

Contractor shall permit the State or its designee access to all original books, records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State. Further, upon request and to the extent required by law, the parties agree that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and/or DOTD auditors shall have the option of inspecting and auditing such data, records and accounts of the Contractor that relate to this agreement.

- C. Software - Contractor must provide the name and version of all financial software, program software, and inventory software used by Contractor for the program. Contractor must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.
- D. Reports – Contractor shall provide the State with various quarterly reports. Report content and type shall be determined by the State including but not limited to audited financial statements.
- E. During the term of the contract and at expiration, the Contractor shall report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

4 *Functional Requirements*

Signage and Acknowledgement Content: The Contractor shall submit the proposed content of all signage prior to installation for approval by the State. This approval shall be in the nature of a determination that the state has no objection to the proposed signage, and shall not constitute an endorsement or warranty by the State that the proposed signage is in compliance with applicable laws or regulations. It shall be the Contractor's sole responsibility to ensure that all proposed signage is in compliance with all applicable federal, state, and local laws and regulations.

Fabrication, Installation, and Maintenance of Signage and Displays

- a. The Contractor shall be responsible for all expenses associated with the design, fabrication, installation and maintenance of all signage and displays.
- b. The Contractor warrants that all signage structures, supports, and locations will comply with all applicable federal, state and local laws and regulation, as well as LADOTD specifications and standards. Contractor further agrees to indemnify, defend, and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description arising out of the signage, structures and supports erected or modified by Contractor.
- c. Any Contractor supplied installed signage or media will remain the property of the Contractor with the exception of highway signage infrastructure which will transfer to the State at end of the Contract.
- d. The Contractor, upon removal or replacement of any infrastructure shall restore State's property to original or better condition.

General Rules and Restrictions for Sponsorships and Advertisements:

- a. The Contractor shall not align itself with advertisements on behalf of the State that would in any way have a negative impact, dishonor or discredit the State.
- b. The Contractor shall not imply that the State endorses a vendor's product or service.
- c. The Contractor is prohibited from entering into any contract or agreement that would result in advertising for the promotion of political candidates, parties or related political purposes.
- d. The Contractor must screen potential sponsors for compliance with federal and state nondiscrimination laws, regulations and policies.
- e. The State shall have the prior right of approval for all sponsorships or advertisement sold by the Contractor.
- f. The Contractor shall not propose or allow any sponsorship or advertisement signs that would be in any way impermissible under applicable federal, state, or local laws or regulations. The Contractor warrants that all signage will comply in all respects with all applicable federal, state and local laws and regulations.

5 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT.

6 *Project Requirements*

Project Management – The Contractor shall identify a single point of contact as the Project Manager that will interface directly with the State’s designated contact. Monthly update meetings/calls shall be conducted as requested by the State to discuss progress and time reporting, issue management and control, project staffing and other contract related issues.

Approval Submittals - As noted in the RFP, the State must approve all sponsors, signs, displays, etc. that are utilized for this program. The Contractor shall coordinate with the State upon contract execution to develop the specific submittal details, format, timeframes, etc.

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have *ten (10)* business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT III: SAMPLE CONTRACT

CONTRACT SERVICES

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PROJECT NAME STATEWIDE

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

On this _____ day of _____, 20xx, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and [Contractor’s name and legal address], hereinafter sometimes referred to as “Contractor”, do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Attachment 1 details the scope of services and deliverables or desired results that the State requires of the Contractor.

1.1.1 GOALS AND OBJECTIVES

Goals and Objectives:

This project seeks to establish a contract to create new revenue streams and reduce maintenance/operating costs by providing a comprehensive sponsorship and advertising program for various LADOTD assets. In support of this program and to maximize the sponsorship and advertisement revenue potential, the State seeks an experienced firm to plan, implement, market and manage a full-service sponsorship and advertisement program.

The assets available for sponsorship or advertisement may include but not be limited to; Rest Areas and Visitors Centers, Acknowledgement Highway Signage, Unique Roads & Bridges, Scenic Areas, Ferries, Ferry Terminals, Toll Plazas & Gantries, Co-Branding of DOT and Sponsor Vest/Uniforms, 511 Signage, Maintenance Vehicles and selected Buildings.

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the DOTD Project Manager, authorized on behalf of the DOTD, to evaluate the contractor’s performance against the criteria in the Scope of Work and are identified as:

Performance Measures:

The services provided by the Contractor shall be evaluated to determine that the sponsorship and advertisement program is provided in a timely and professional manner. The Contractor will provide the DOTD Project Manager, or designee, with a Quarterly Project Report to monitor the status, progress, and quality of the Work performed, and to take proactive steps to ensure successful performance throughout the Project.

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

Monitoring Plan:

The State of Louisiana, Department of Transportation and Development, DOTD Director of ITS or assignee(s) will monitor the performance of the Contractor by reviewing the Quarterly Project Report submitted by the Contractor. The Contractor will also be required to ensure compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures. Contractor must provide the name and version of all financial software, program software, and inventory software used by Contractor for the program. Contractor must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data. Contractor shall permit the State or its designee access to all original books, records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State.

1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and DOTD has accepted all deliverables specified in the Scope of Services.

Payment of the Guaranteed Minimum Annual Payment shall be due in one LUMP SUM payment to be paid within thirty days of the issuance of a notice to proceed to Contractor, and thereafter upon the anniversary of the due date of the first payment. Payment of the State Percentage of Shared Annual Revenue shall be due as a LUMP SUM payment within 30 days following the completion of each contract year.

Contractor shall provide a detailed financial report that discloses income received to validate the revenue share paid to the State.

- A. Safeguarding Program Revenue – Contractor is responsible for ensuring compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures.
- B. Retention of Program Records/Audit by State - Contractor shall maintain the project records and files for the project during the course of the project and for a period of five years after the date of termination of the project or for five years after the date on which the last remittance to the State is been made, whichever occurs later. All project records are to be considered the property of the State and shall be made available to the State on or off the premises for review and audit, Contractor shall upon request of the State deliver all

project records and files to the State in a format to be determined by the State (allow for electronic vs. paper).

Contractor shall permit the State or its designee access to all original books, records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State. Further, upon request and to the extent required by law, the parties agree that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and/or DOTD auditors shall have the option of inspecting and auditing such data, records and accounts of the Contractor that relate to this agreement.

- C. Software - Contractor must provide the name and version of all financial software, program software, and inventory software used by Contractor for the program. Contractor must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.
- D. Reports – Contractor will be required to provide the State with various quarterly reports. Report content and type shall be determined by the State including but not limited to audited financial statements.

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor’s key personnel assigned to this Contract shall not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor’s control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. *The contractor will make every reasonable attempt to assign the personnel listed in his proposal.*

Any such replacement of key personnel must be approved by DOTD.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, 2014 and shall end on _____, 2017. In no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract

amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3 year term.

2.2 DOTD FURNISHED RESOURCES

Mr. /Ms. _____ will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____.

3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION AND PAYMENT TERMS

The Contractor will be compensated for its services in developing, marketing, implementing and managing the sponsorship and advertisement program based on retaining a share of the gross revenue generated by the program. The Contractor shall provide annual revenue sharing to the State in two components: A guaranteed minimum annual payment plus a percentage of the gross revenue above the Guaranteed Annual Payment. All contractor costs related to the startup, marketing, implementation, management and operation of the program will be at the expense of the Contractor and borne by the Contractor's share of gross revenue.

The revenues will be calculated as follows:

- e) *Annual Gross Total Revenue*: The total Annual Gross Revenue derived from all revenue sources under the contract.
- f) *Guaranteed Minimum Annual Payment*: The minimum amount to be remitted to the State during each calendar year of the contract.
- g) *Shared Annual Gross Revenue*: The Annual Gross Revenue derived from all revenue sources under the contract less the Guaranteed Minimum Annual Payment.
- h) *State Percentage of Shared Annual Gross Revenue*: The percent of Shared Annual Gross Revenue due to the State in addition to the Guaranteed Minimum Annual Payment.

The total due to the State is the Guaranteed Minimum Annual Payment plus the amount corresponding to the State Percentage of Shared Annual Gross Revenue x Shared Annual Gross Revenue.

The Contractor shall be compensated as identified in the proposal for *Guaranteed Minimum Annual Payment* and the proposed *State Percentage of Shared Annual Gross Revenue*.

The *Guaranteed Minimum Annual Payment* shall be the same amount for each year of the 3-year contract.

The *State Percentage of Shared Annual Gross Revenue* shall be a single percentage applied to all the Shared Annual Gross Revenue

The Contractor shall be compensated as described in their proposal as shown in the table below:

Example Revenue Sharing Proposal Summary	
<i>Guaranteed Minimum Annual Payment</i>	\$XXX,XXX per year
<i>State Percentage of Shared Annual Gross Revenue</i>	XX%

Payment of the Guaranteed Minimum Annual Payment shall be due in one LUMP SUM payment to be paid within thirty days of the issuance of a notice to proceed to Contractor, and thereafter upon the anniversary of the due date of the first payment. Payment of the State Percentage of Shared Annual Revenue shall be due as a LUMP SUM payment within 30 days following the completion of each contract year.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

DOTD may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract provided that the Contractor shall give the DOTD written notice specifying the DOTD agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced

by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or

two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by DOTD shall remain the property of DOTD, and shall be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract.

9 NON-ASSIGNABILITY

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

10 RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of three (3) years from the date of the last payment

made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

13 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

14 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total

appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies 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.

15 SUBCONTRACTORS

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

16 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendment of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

17 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

18 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

19 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the DOTD if

potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

20 SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

21 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and addenda issued and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

Title

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____
Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL:
BY: _____
Division Head