



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

On Behalf of

Louisiana Transportation Authority

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000001951

FINANCIAL ADVISORY SERVICES

Thursday, May 16, 2013

Proposal Submission Deadline:

Friday, May 31, 2013 2:00 p.m. CDT

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SECTION I

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The Louisiana Department of Transportation and Development (LADOTD), on behalf of the Louisiana Transportation Authority (LTA), which oversees and administers the debt related to the LA 1 Toll Road facility in Lafourche Parish, Louisiana is requesting proposals from qualified financial advisory firms to provide financial advisory services for the restructuring and/or reissuance of debt for the LA 1 Toll Road, which will include a loan(s) from the US Department of Transportation's Transportation Infrastructure Finance and Innovation Act (TIFIA) program and LTA issued bonds. The LADOTD encourages proposals from all qualified firms, including minority or women owned business enterprises.

1.2 BACKGROUND

Firms interested in submitting proposals in response to this request may wish to understand more about the LTA and the LA 1 Toll Road. An overview of the LTA and the LA 1 Toll Road can be viewed online at:

<http://www.dotd.la.gov/administration/lta/>

1.3 GOALS AND OBJECTIVES

By engaging a financial advisory firm, the LADOTD intends to further two goals: (1) the refinancing of the LA 1 Toll Road debt at the best possible terms so as to minimize the toll schedule increases and (2) the improvement of the LTA's credit rating and standing in the investment community. In performing its work, the financial advisor's client will be the LADOTD. Supervision of the financial advisory firm will be vested with the Undersecretary of the LADOTD.

1.4 PROPOSER QUALIFICATIONS AND MANDATORY REQUIREMENTS

In order to respond to this Request for Proposals (RFP), a proposer MUST meet the following conditions:

1. The proposer must have experience in providing financial advisory services to governmental entities in all aspects of debt issuance. This experience shall include but not be limited to all of the following:
 - Providing fundamental and technical research;
 - Assisting in evaluating capital funding alternatives and developing financing plans.

- Providing advice on method of sale;
 - Participating in the development of Request for Proposals, Solicitations for Offers, and Requests for Qualifications or similar documents;
 - Evaluating proposal submissions (when requested);
 - Recommending the timing of bond sales, refunding, restructurings, etc.;
 - Identifying tasks, responsibilities, and dates for completion of activities leading up to a bond sale, refunding, etc.;
 - Designing debt structures and related derivative structures;
 - Providing advice on approaches to rating agencies;
 - Assisting in rating agency and insurer presentations;
 - Evaluating the use of and obtain bids for credit enhancements, if appropriate;
 - Assisting in reviewing documents, including preliminary and final official statements;
 - Evaluating bids, including accuracy of TIC calculation, and recommend award (competitive sales);
 - Reviewing pricing and allocation of bonds (negotiated sales);
 - Assisting with closing arrangements;
 - Providing advice on investment of bond proceeds (if appropriate);
 - Providing advice related to compliance with arbitrage regulations;
 - Providing advice related to proposed or actual derivative instruments; and
 - Providing derivative evaluation services.
2. The proposer must have experience in general obligation, revenue, appropriation dependency, and tax-secured bonds, as well as experience with issues related to asset securitizations and capital infrastructure.
 3. The proposer must provide at least five customer references for work performed similar to the financial advisory services being proposed in this RFP.
 4. The proposer must be a Registered Municipal Advisor with the Securities and Exchange Commission at the time of proposal submission.
 5. The proposer must be able to enter into a contract in substantially the same format as the example contract attached to this RFP and must be able to comply with Section II, Terms of Appointment.

SECTION II

2.0 ADMINISTRATIVE INFORMATION

2.1 EXPECTED TIME PERIOD FOR CONTRACT

The period of the contract resulting from this RFP is tentatively scheduled to begin on or about *June 1, 2013* and will continue through *June 30, 2014*. DOTD has the right to renew the contract **at the same terms and conditions** for two additional twelve-month periods with the concurrence of the Contractor and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 RFP COORDINATOR

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

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

Written requests and written questions must be directed via email to the RFP Coordinator listed below:

Michael Bridges
Undersecretary
Department of Transportation and Development
Post Office Box 94245
Baton Rouge, La. 70804
E-mail: michael.bridges@la.gov

2.3 SCHEDULE OF EVENTS

1. Advertise RFP and mail public announcements..... May 16, 2013
2. Deadline for receipt written inquiries (12:00 noon, Baton Rouge) May 21, 2013
4. Deadline to respond to proposer inquiries..... May 23, 2013
5. Proposal submission deadline (2:00 P.M. Baton Rouge)..... May 31, 2013
9. Formal announcement of selected proposer.....on or about June 3, 2013
10. Initiate contract negotiation with selected propose.....on or about June 3, 2013
11. Contract execution.....on or about June 5, 2013

NOTE: The LADOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.4 PROPOSER INQUIRIES

The LADOTD will consider written proposer inquiries regarding RFP requirements or Scope of Services. The LADOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the LADOTD. It is the sole responsibility of the prospective financial advisory firm to inquire into and clarify any item of the RFP that is not understood.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the email address shown in Section 2.2 by 12:00 noon (Baton Rouge time) on the date specified in the Schedule of Events.

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/WebAddendums?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.

2.5 ADDENDA, SUPPLEMENTS, AND AMENDMENTS TO RFP

In the event that it becomes necessary to revise any part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at Consultant Contract Services <http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage> and LaPAC websites <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the web site for any addendums, supplements, or amendments made to the RFP.

2.6 PROPOSAL SUBMISSION

The fully completed proposal must be delivered at the proposer's expense and received in both hard copy (printed) and electronic version (Word/WordPerfect/PDF) on CD or UBS flash drive by the RFP Coordinator designated in Section 2.2 above on or before **2:00 PM** (Baton Rouge time) the date specified in the Schedule of Events.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. **Fax or e-mail submissions are not acceptable.**

For courier delivery, the street address is **1201 Capitol Access Road, Suite 203G, Baton Rouge, Louisiana** and the telephone number is **(225) 379-1270**.

The proposer shall provide **three (3)** hard copy printed copies and one electronic version (either CD or UBS flash drive) submitted to the address specified above in Section 2.2. One copy should be clearly marked or differentiated from the other required copies of the proposal by a notation in the lower left corner of the cover with the words "**Signed Original.**" This copy will be retained for incorporation by reference in any contract resulting from this RFP. A certified copy of a board resolution granting such authority should be submitted for all corporations.

It is solely the responsibility of each prospective financial advisory firm to assure its proposal [hard copy (printed) and electronic version] is delivered at the specified place and prior to the deadline for submission. Proposals that, for any reason, are not so delivered will not be considered and those proposers will be notified.

The LADOTD reserves the right to request clarification and modification of any proposal prior to the contract award being made.

The proposal must be valid for at least *120 days* from the date of submission.

2.7 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 LADOTD must find the proposer:

- Has adequate financial resources for performance or that 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 their proposals contain sufficient information for the LADOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

2.8 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

2.9 WITHDRAWAL OF PROPOSAL

A prospective financial advisory firm 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 to withdraw the proposal must be signed by the authorized representative of the financial advisory firm and submitted to the RFP Coordinator.

2.10 SUBCONTRACTORS

The DOTD 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, should acknowledge in their proposals total responsibility for the entire contract.

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 is also 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 DOTD, 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 DOTD.

2.11 PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the LADOTD. Selection or rejection of a proposal does not affect this right.

2.12 INCURRING COSTS

The LADOTD is not liable for any costs incurred by prospective proposers prior to issuance of the contract. Costs associated with developing and submitting 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 prospective financial advisory firm and shall not be reimbursed in any manner by the LADOTD.

2.13 ERRORS AND OMISSIONS IN PROPOSAL

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

2.14 PROPRIETARY INFORMATION

Only information that 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. 44:1-41 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.15 REJECTION OF PROPOSALS

Issuance of this RFP in no way constitutes a commitment by the LADOTD to award a contract. The LADOTD reserves the right to accept or reject, in whole or part, all proposals submitted and to cancel this announcement.

2.16 CONTRACT AWARD, NEGOTIATIONS, AND EXECUTION

The contract will be awarded to the proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected financial advisory firm will occur on or about the date indicated in the Schedule of Events, Section 2.3. Negotiations may begin with the announcement of the successful proposer.

The LADOTD reserves the right to request additional information and/or to negotiate certain clarifications with the prospective financial advisory firm selected through this RFP. The LADOTD also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful financial advisory firm will be expected to enter into a contract with the LADOTD that is substantially the same as the sample contract included in **APPENDIX A**. The RFP and proposal of the selected financial advisory firm will become part of any contract initiated by the LADOTD. **In no event is a financial advisory firm to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds 45 days or if the selected proposer fails to sign the final contract within five (5) business days of delivery, the LADOTD may elect to cancel the award and award the contract to the next highest ranked proposer.

2.17 CORPORATION REQUIREMENTS

Prior to contract execution, the following requirements must be met:

- If the contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301 et seq. must be secured from the Louisiana Secretary of State, and verification of such certificate must be made available to the Office of Contractual Review.
- If the contractor is a for-profit corporation whose stock is not publicly traded, a disclosure of ownership form must be properly filed with the Louisiana Secretary of State, and verification of such form must be made available to the Office of Contractual Review.

2.18 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. Ethics issues are interpreted by the Louisiana Board of Ethics.

2.19 BILLING AND PAYMENT

The financial advisory firm will submit itemized hourly billing statements monthly. Such itemized statements must contain, at a minimum, the following information: (a) number of hours and portions of hour worked (figured to the nearest tenth of an hour); (b) identification of the individual(s) providing the service; (c) brief description of the service provided and the date on which it was done; (d) billing rate of the individual providing the service; (e) party requesting the service; and (f) charge for the service. Requests for reimbursement of expenses may be submitted for payment monthly and shall indicate the file for which the expense was incurred, type of expense, individual incurring the expense (if appropriate), and amount of expense budget remaining available for the file after payment of expense.

No work will be paid for unless it is approved in advance in accordance with the procedure outlined in the contract. Further, specific types of fees and expenses will not be considered as billable services in the contract. Billing review criteria will be established to ensure no payment is made for such fees and expenses. **Examples of fees and expenses that will be considered as non-billable in the contract are:**

- more than ten (10) hours per day or sixty-five (65) hours per week of work by any one person;
- "interoffice conferences", "review of file", or research on subjects on which a financial advisory firm may be expected to possess innate expertise (e.g., basic information on municipal and public finance);
- duplication of effort or "double-staffing" of a project;

- time spent on correspondence or on preparation of any written report or document, a copy of which is not provided to the LADOTD at the time such document is generated or written;
- secretarial overtime, photocopying, and postage;
- meals in the city in which the firm's offices are located; and
- time spent on billing preparation and generation.

Note: The above list is not intended to be comprehensive but rather to be representative of the types of fees and expenses that will not be allowed.

Under normal circumstances, the LADOTD should remit payment to the contractor within thirty (30) days of approval of invoices. The LADOTD makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

2.20 CONFIDENTIALITY

All financial, statistical, personal, technical, and other data and information relating to the LADOTD's operations that are designated confidential by the LADOTD and made available to the contractor in order to carry out this contract, or that becomes 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 LADOTD. Contractor shall not be required to keep confidential any data or information, that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

Additionally, under no circumstances is the contractor to discuss and/or release information to the media without prior express written approval of the Undersecretary of LADOTD or his designee.

2.21 DISQUALIFICATION

The LADOTD reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel and proposers must agree to provide necessary authorizations for the LADOTD to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

2.22 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 Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

2.23 Veteran/Hudson Small Entrepreneurship Program Participation

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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.louisianafoward.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 entrepreneurship 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 entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship 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.louisianaforward.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.

SECTION III

3.0 SCOPE OF WORK

The LADOTD wishes to engage a financial advisory firm to take an active role in advising it, as appropriate, on all aspects of work performed by every party in connection with the issuance of LTA appropriation bonds and TIFIA loans for the refinancing of the LA 1 Toll Road debt. It will be necessary for the financial advisory firm to completely understand the LTA and LADOTD's present and past debt situation, and to work with the LADOTD, the State Bond Commission and the USDOT TIFIA Program Office to create and attain goals for sound management and placement of future debt.

The financial advisory firm will be retained on an "on-call basis" to perform its duties and provide its expertise to the LADOTD, State Bond Commission staff, bond counsel, underwriters, and other participants.

The financial advisory firm may be asked to provide services such as:

1. Assist in planning, marketing, and evaluating the LTA's debt financing program. Assist the LADOTD in meeting the LTA's overall debt marketing strategy while assuring efficiency of LTA bond programs and TIFIA loan;
2. Review and advise on information contained in preliminary and final official statements, notices of sale, and other documents and material required to facilitate the sale of a debt issue and attend meetings as necessary;
3. Advise on market conditions and provide information on other major national, State, and local debt issuances that may coincide or compete with the LTA's debt issuances;
4. Assist in the planning of competitive and negotiated sales. Review the financial feasibility of revenue projects and assist in structuring an appropriate debt structure to meet the LTA's needs;
5. Provide guidance on the position the LADOTD should take with respect to regulatory constraints imposed by Congress and the U. S. Treasury including, but not limited to, Internal Revenue Service rules and policies;
6. Assist in preparing presentations and representing the interests of the LTA to credit rating agencies, credit enhancement providers, trustees, and paying agents;
7. Provide a post-sale evaluation of debt issues (interest cost compared to other issues sold that day, responsiveness of participants, subscription for the issue, etc.);
8. Advise on matters concerning disclosure requirements for debt issued by the LTA;

9. Assist in the development of a marketing strategy and an overall investor relations program;
10. Provide current information and backup on a broad range of financial, legal, and business areas. Initiate and handle any research and analytical projects that are necessary to meet the LTA's objectives and goals outlined above;
11. Assist with approvals of applications and have personnel available and on-call to do review and analysis of applications upon request;

SECTION IV

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

It is required that all prospective financial advisory firms refrain from contacting LADOTD members, LADOTD employees, or officials regarding the RFP during the proposal review and selection process. Failure to adhere to this restriction will result in the proposer being removed from selection consideration.

4.1 PRELIMINARY SCREENING

Each proposal will be screened for compliance with the proposer qualifications and mandatory requirements as defined in Section 1.4. Failure to meet these qualifications and requirements will eliminate the proposal from further consideration. To insure full consideration, proposers should study carefully the instructions outlined in Section 4.3, which contain required information for submission.

4.2 EVALUATION CRITERIA

Each proposal will be reviewed, evaluated, and graded by an evaluation committee according to the following criteria with a maximum of one hundred points awarded.

4.2.1 PROPOSER QUALIFICATIONS AND STAFFING

The maximum possible score for this criterion is **40 POINTS**. The evaluation committee will consider qualifications and experience level of the firm, as well as its individual staff members, in performing financial advisory work. This will be based upon the information contained in the proposal and upon information obtained from references for comparable past work of assigned personnel.

4.2.2 WORK MANAGEMENT PLAN

The maximum possible score for this criterion is **25 POINTS**. The evaluation committee will consider whether the work management plan demonstrates a thorough understanding of the LTA's present economic and financial condition and accurately reflects the work that must be performed by a financial advisor in order to meet the LTA's objectives.

4.2.3 COST

The maximum possible score for this criterion is **25 POINTS**. Cost proposals will be scored proportionally, based on variance from the lowest total cost proposed. The cost evaluation will be based on the total cost submitted by the proposer on the Cost Proposal Worksheet (Appendix B).

The lowest cost proposal will be determined by calculating cost points using the following formula:

Cost points = (lowest total cost proposal/specific proposer's total cost proposal) x *point factor*

4.2.4 *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)*

Please note:

If the proposer is a VHI small entrepreneurship, **10** of the reserve points will be added to their proposal score. If the proposing firm is not a VHI small entrepreneurship but subcontracts with a VHI, (**Proposer should provide detail description of work to be provided by VHI**), a proration of the 10 points will be added to their proposal score as outlined below. The Veteran or Hudson Initiative small entrepreneurship criteria do not designate a specific percentage of the total contract amount to be completed by a VHI subcontractor to receive reserve points however **proposer should provide the anticipated percentage of work to be done by the VHI.**

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)

4.3 PROPOSAL CONTENT AND FORMAT

The proposal must comply with the content and format criteria listed below:

- Required information is presented as outlined in Sections 4.3.1 - 4.3.5.
- The number of pages is limited to twenty (20).
- Promotional addenda may be included if limited to five (5) pages.
- Proposal must be bound in one (1) volume.

- Three (3) hard copy printed copies and one (1) copy of the electronic version of the proposal must be submitted in a sealed envelope identified as:

PROPOSAL TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT ON BEHALF OF THE LOUISIANA TRANSPORTATION AUTHORITY

Name of Firm

Name, Address & Telephone of Contact Person

4.3.1 EXECUTIVE SUMMARY

This section should include a summary of the proposer’s qualifications and ability to meet the LADOTD’s overall requirements. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

4.3.2 FIRM EXPERIENCE, QUALIFICATIONS, AND PROPOSED STAFF

Place of Incorporation or Formation and Years of Experience

The proposer must provide the firm’s date and state of incorporation or formation, years in business, and years of firm's experience (not the individual employees' or managers' experience) as a financial advisory firm. The location of all offices at which the firm performs public finance activities in general and financial advisory services in particular should be listed. Firms must be listed in the Fall 2010 edition, or will be listed in the Spring 2011 edition, of “The Bond Buyer’s Municipal Marketplace Directory”.

Qualifications and References

The proposer must describe the firm's qualifications and experiences that demonstrate its capability to serve as the financial advisor to a state or DOT. Provide a list of five (5) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional reputation in acting as financial advisor to a major debt issuer. Governmental contracts from 2006 through present, as well as any other information that would demonstrate the firm's understanding and experience in providing financial advice on the subject of governmental debt issuance, should be identified. Any issuers of municipal or public debt within the State for whom the firm currently serves as underwriter or financial advisor should be listed, along with a brief description of the firm's role for such issuers as well as the anticipated length and activity level of the firm's future involvement with those issuers.

Organization of Firm/Department and Professional Staff

The proposer must provide a description of how the firm or a specific department to provide financial advisory services is organized. Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing financial advisory services to the LADOTD as well as the functions to be performed by each. Full resumes of each person, including names, positions, education, and public finance experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with employees or elected officials of the State or local governmental entities in Louisiana.

Research and Technical Support

The proposer must describe the firm's capabilities relative to research and technical support in the public finance area that would be used in connection with the services to be provided. Include information regarding the availability of the following types of expertise or backup as applicable: economist, trading staff or information, location of offices in financial centers, electronic data processing capabilities and staff, research staff and facilities, and legal department.

Rating and Ranking

The proposer must list any ratings or rankings (both as to dollar volume and as to total number of issues) of the firm during the last five years as a provider of financial advisory services, including any given by Securities Data Company, Inc.

Credit Information and Financial Statements

The proposer must provide a current Dun & Bradstreet report or other national business credit bureau report, a current banking reference with a money center bank and/or a bank located in Louisiana, two trade credit references, and audited financial Statements for the current and the two previous years. If such information is not available, provide an explanation.

Criminal Proceedings/Investigations/Securities Law Violations

The proposer must give a brief description of any criminal proceeding, criminal investigation, or other oversight entity's investigation of alleged securities laws violations involving the firm or any professionals in the firm who may be involved in providing the services. *Note:* This requirement is exempt from the 20 page limitation specified in Section 4.3.

4.3.3 WORK MANAGEMENT PLAN

This section must summarize the firm's plan and approach to providing the services, including a statement of how the work would be organized, managed, and implemented, and a timetable, if appropriate. An explanation of the firm's technical and computer capabilities (hardware and software) should be included along with an explanation of how those capabilities would be utilized in performing the services.

It is important for continuity of staffing to be maintained throughout the entire contract and for the development of confidence and close personal working relationships between the LADOTD, LADOTD staff, and the financial advisory firm's employees and managers. The proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract. Since immediate availability of the assigned personnel is of extreme importance, describe how such availability can be achieved.

4.4 EVALUATION PROCESS

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

No preliminary conclusions or results will be given out to proposers until the Evaluation Committee has completed the entire evaluation process and the formal announcement of the selected proposer has been made.

4.5 TOTAL SCORE

All proposals will be evaluated and categories shall be scored as described in:

- 4.2.1 Proposer Qualifications and Staffing
- 4.2.2 Work Management Plan
- 4.2.3 Cost
- 4.2.4 Hudson Initiative

Criteria	Maximum Score
Qualifications and Staffing	40
Work Management Plan	25
Hudson/Veteran Small Entrepreneurship Program	10
Cost	25
Total Score	100

4.6 ORAL PRESENTATIONS/DISCUSSIONS

NOT APPLICABLE TO THIS SOLICITATION

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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. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: (required) _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have 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 *120 days* 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.
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

**SAMPLE CONTRACT
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
ON BEHALF OF
THE LOUISIANA TRANSPORTATION AUTHORITY**

**CONTRACT FOR CONSULTING SERVICES
LTA, LA-1 TOLL ROAD FINANCIAL SERVICES**

**PURCHASE ORDER NO.
STATEWIDE**

On this ____ day of _____, 2013, the State of Louisiana through the **Louisiana Department of Transportation and Development**, hereinafter sometimes referred to as "LADOTD", and _____ hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

The Contractor proposes to provide financial advisory services in connection with the restructuring and/or reissuing of the outstanding Louisiana Transportation Authority, LA 1 Toll Road Project debt.

1.1 CONCISE DESCRIPTION OF SERVICES

In consultation with the Bond Counsel, Underwriter and State Bond Commission staff,

_____ proposes to:

- Assist the LADOTD in developing options for restructuring the outstanding senior and subordinate bonds; these options will include:
 - Restructuring of the debt to consolidate the existing TIFIA loan and the senior lien bonds into a Consolidated TIFIA loan,
 - Restructuring the existing TIFIA loan
 - Public bond market refinancing of either the TIFIA loans or the existing senior lien bonds, or both.
 - New Public bond market issuance
- Provide analyses of the costs, benefits, and financial feasibility of various restructuring alternatives
- Attend meetings with TIFIA and assist the LADOTD in restructuring negotiations
- Assist the LADOTD with planning for any public bond market refinancing transactions; should the State chose to pursue public bond market options, Lamont would propose a

contract modification, or a new separate contract in connection with bringing such bonds to market

1.1.1 GOALS AND OBJECTIVES

The LADOTD has entered into this contract in order to obtain professional and reliable financial advisory services as referred to hereinabove.

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the LADOTD Project Manager, authorized on behalf of the LADOTD, to evaluate the contractor's performance against the criteria in the Scope of Services defined in Section 1.1.1. The Services provided by the contract shall be evaluated to determine that the services are provided timely and professionally.

1.1.3 MONITORING PLAN

The LADOTD Project Manager will monitor the services provided by the contractor and the expenditure of funds under this contract. The LADOTD Project Manager 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 shall include a review of all interim written or verbal reports submitted by the contractor.

1.1.4 DELIVERABLES

The Contract will be considered complete when restructuring and/or reissuance of the LA 1 debt is complete, the contract term expires or the invoiced cost reaches the upset maximum amount allowed under the contract.

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

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://doa.louisiana.gov/osp/travel/travelpolicy.htm>

3.2 PAYMENT TERMS

Itemized invoice must reference Purchase Order No. _____ . Any invoice received without Purchase Order number referenced will be returned. The last invoice that is submitted must say "FINAL INVOICE".

Payments to the Contractor for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the Sate Travel Regulations. The monthly invoice shall show the total amount earned through the date of submission with the amount previously paid broken down by hours and hourly rate.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Contractor during the course of this contract as determined by LADOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

The original and two copies of the invoice reflecting the amount and value of work, accomplished to the date of such submission shall be submitted directly to the **Project Manager, Mr. Michael Bridges**. The invoice must be signed and dated by a principal member of the Contractor's firm. The invoice shall also show the total of previous payments because of the contract, and the amount due and payable as of the date of the current invoice.

Upon receipt and approval of each invoice, LADOTD shall pay the amount due within thirty (30) calendar days.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

LADOTD 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 LADOTD 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 LADOTD 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 LADOTD to comply with the terms and conditions of this contract provided that the

Contractor shall give the LADOTD written notice specifying the LADOTD agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

LADOTD 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

The Contractor shall indemnify, save harmless and defend LADOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

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 LADOTD shall remain the property of LADOTD, and shall be returned by Contractor to LADOTD, 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 LADOTD, and shall, upon request, be returned by Contractor to LADOTD, 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 LADOTD. 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 LADOTD.

10 RIGHT TO AUDIT

The LADOTD 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 five (5) 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 LADOTD's operation which are designated confidential by the LADOTD 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 LADOTD. The identification of all such confidential data and information as well as the LADOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the LADOTD 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 LADOTD to be adequate for the protection of the LADOTD's confidential information, such methods and procedures may be used, with the written consent of the LADOTD, 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 LADOTD 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 :ADOTD 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 :ADOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under LADOTD and Federal Regulations effective as of the date of this Contract.

14 SUBCONTRACTORS

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

15 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

16 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.

17 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.

18 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 LADOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19 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.

20 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.

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:

Witness for First Party

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

