



REQUEST FOR PROPOSAL

**Technical Assistance for State Safety Oversight
(TASSO)**

RFP Solicitation No.3000003390

F.A.P. No LA-74-X001-00

JULY 24, 2015

**PROPOSAL DUE DATE/TIME:
Wednesday, August 26, 2015 by 3:00 p.m. CDT**

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**REQUEST FOR PROPOSAL
FOR
TECHNICAL ASSISTANCE FOR STATE SAFETY OVERSIGHT
(TASSO)**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The State of Louisiana, Department of Transportation and Development is tasked by the Federal Transit Administration (FTA) with the Safety and Security Oversight and monitoring of the fixed-guideway (streetcar system), which involves the New Orleans Regional Transit Authority (NORTA) in Louisiana. LADOTD is seeking assistance with designing, implementing, and maintaining a MAP-21 compliant state safety oversight program. NORTA streetcar lines are the only fixed-guideway rail transportation asset requiring oversight pursuant to MAP21 as implemented by FTA in Louisiana. It is the intent of DOTD to select a Contractor to supply all of the services necessary for the successful completion of the project which is funded under Chapter 53 of Title 49 of the United States Code as amended by MAP-21.

Relevant links to MAP 21:

<http://www.fhwa.dot.gov/map21/>

http://transit-safety.volpe.dot.gov/publications/ss0/49CFRPart659_FinalRule/49CFR659_Reference_Guide.pdf

<http://www.apta.com/gap/fedreg/Documents/FTA-2015-0003%20NPRM%20State%20Safety%20Oversight.pdf>

<http://www.norta.com/>

1.1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as DOTD) to proposers interested in assisting DOTD with technical assistance for state safety oversight activities specific to the fixed-guideway streetcar related operations in Louisiana.

One Prime-Contractor (Contractor) shall be selected for this contract. The Contractor shall not subcontract the specified services without the prior written agreement of DOTD.

1.1.2 Goals and Objectives

The contractor shall provide planning, compliance, and monitoring services for the DOTD's Fixed Guideway Safety & Security Program in accordance with MAP 21 legislation. Contractor's duties shall include, but not be limited to, assistance in implementing the

‘Certification Work Plan’, Attachment “A” and providing ongoing support to the program as needed. The specific goals and objectives served by contractor shall include the following:

- Provide assistance to DOTD with implementing the ‘Certification Work Plan’ (CWP) submitted to FTA outlining the steps to develop a MAP-21 compliant State Safety Oversight Program.
- Provide assistance to DOTD with its duties as the State Safety Oversight agency for fixed guideway programs in Louisiana.
- Provide guidance in developing fixed guideway audit documents for submission to FTA.
- In coordination with the DOTD SSO, manage the paperwork flow between fixed guideway operators and DOTD regarding compliance with DOTD State Standard on Fixed Guideway operations.
- Assist DOTD at meetings with operators on fixed guideway safety and security compliance.
- Assist DOTD in insuring the compliance of the certified MAP-21 SSO program including, but not limited to: track inspection activities, reviewing design plans for new service lines, conducting accident investigations, and conducting facility inspections.

1.2 Definitions

A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May and Can- The terms “may” and “can” denote an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body; the selected proposer.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA - Division of Administration

J. OSP – Office of State Procurement

K. Proposer – A firm or individual who responds to this RFP.

L. RFP – Request for Proposal

M. DOTD – Department of Transportation and Development

N. CDT – Central Daylight Time

O. MAP 21 - Transportation funding for all modes of travel for the entire country.

P. NORTA – New Orleans Regional Transit Authority

Q. SSO - State Safety Oversight

R. FTA - USDOT, Federal Transit Authority

S. RFGPTS - Rail fixed guideway public transit system

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	July 24, 2015
Deadline for receipt of Written inquiries	August 3, 2015 by 3:00 p.m. CDT
Issue responses to Written inquiries	August 11, 2015
Deadline for receipt of Proposals	August 26, 2015 by 3:00 p.m. CDT
Announce Award of Contractor Selection	September 8, 2015 (on or about)
Contract Execution	September 17, 2015 (on or about)

NOTE: The State of Louisiana, State Agency reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

1.4 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory 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. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are shall not be 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:

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development
1201 Capitol Access Road, **Room EW S-447**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1444
Fax: (225) 379-1862

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

The proposal should be identified with **RFP Solicitation No. 3000003390 and Project Name: Technical Assistance for State Safety Oversight (TASSO)** and shall be submitted **prior to 3:00 p.m. CDT on Wednesday, August 26, 2015.**

1.4.1 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.4.2 Desirable Qualification for Proposer

It is desirable that the Proposer should meet or exceed the following qualifications at the time of proposal submittal:

1. Familiarity with Federal Transit Administration rules and regulations regarding fixed guideway safety and security oversight.
2. Familiarity with fixed guideway related accident reporting procedures.
3. Familiarity with MAP-21 regulations and guidance.
4. Experience with developing and reviewing federally compliant safety and security documents.
5. Experience participating in FTA safety and security audits.

1.4.3 Desirable qualification for Staff

It is desirable that one or more of proposer's staff meet or exceed the following qualification at the time of proposal submittal.

- Experience in reviewing engineering design plans for streetcar expansion.

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

1.5 Proposal Format

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- B. **Table of Contents:** The proposal should be organized in the order contained herein.
- C. **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 II, 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.

- D. **Company Background and Experience:** The Proposers 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.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in Section 1.4.2 and 1.4.3.

- E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

- F. **Staff Qualifications:**

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 provided for each staff member 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 staff qualifications described in Section 1.4.3.

- G. **Cost Proposal:** The Proposer shall provide the grand total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. The Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

Hourly billable rates shall be provided for all proposed staff classifications for each Task and shall include the Proposer's overhead and Profit.

Proposers should use the following Sample Cost Statement (below) as format for providing cost information. **Four separate** Cost Statements shall be required; one for **each of the four Tasks**.

The Proposer shall propose to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

SAMPLE COST STATEMENT			
TASK 1 - Certification Work Plan Implementation			
Personnel Classifications	Estimated Number of Hours	Billable Hourly Rate	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 1:			\$
Estimated % of Work by subcontractor ___%			

SAMPLE COST STATEMENT			
TASK 2 - Compliance Document Review			
Personnel Classifications	Estimated Number of Hours	Billable Hourly Rate	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 2:			\$
Estimated % of Work by subcontractor ___%			

SAMPLE COST STATEMENT			
TASK 3 - Field Investigation Services			
Personnel Classifications	Estimated Number of Hours	Billable Hourly Rate	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 3:			\$
Estimated % of Work by subcontractor ___%			

SAMPLE COST STATEMENT			
TASK 4 - Audit Assistance			
Personnel Classifications	Estimated Number of Hours	Billable Hourly Rate	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 4:			\$
Estimated % of Work by subcontractor ___%			

Grand Total Cost Tasks 1 through 4	
Inclusive of Direct Expenses (including travel)	\$ _____

The proposer must include an itemized list of expenses or fees, if applicable (including travel) that are to be reimbursed by DOTD. All out of state travel will be subject to prior approval by the Secretary of DOTD or his/her designee.

All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at: <http://doa.louisiana.gov/osp/travel/travelpolicy.htm>.

H. Veteran-Owned and Service-Connected Disabled Veteran-Owned 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 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 <http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be 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 proposer's 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 its 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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://www.prd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>.

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.

I. **Certification Statement:**

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

J. **Outsourcing of Key Controls:**

NOT APPLICABLE TO THIS SOLICITATION

1.5.1 Number of Copies of Proposals

The State 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.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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 DOTD.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall 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 shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1862 or Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development
1201 Capitol Access Road, **Room EW S-447**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1462
Fax: (225) 379-1862
contractservices@la.gov

This RFP is available in electronic form at
<http://webmail.dotd.state.la.us/AgreStat.nsf/BWebView?OpenPage> and
<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

The State Agency 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. CDT** 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 State Agency reserves the right to modify the RFP should a change be identified that is in the best interest of the State Agency.

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 LaPAC website

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

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 State Agency. Any communications from any other individuals are not binding to the State Agency.

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

State shall reserve 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 LaPAC website

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

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

1.10 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.

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Ownership of Proposal

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

1.14 Cost of Offer Preparation

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 shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.15 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received for any contract award from this Request for Proposal (RFP) Solicitation. Contractor's federal tax identification number is _____.

1.16 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.

1.17 Use of Subcontractors

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 arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall 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.

1.18 Written or Oral Discussions/Presentations

NOT APPLICABLE TO THIS SOLICITATION

1.18.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably 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.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

1.19 Acceptance of Proposal Content

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.

1.20 Evaluation and Selection

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.

1.21 Contract Award and Execution

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

The State shall reserve 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 II. 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 *10 business days* or if the selected Proposer fails to sign the final contract within *10 business days* of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score

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, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the Apparent Selection/Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?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 calendar days after the award has been announced by the agency.

The award of a contract shall subject to the approval of the Division of Administration, Office of State Procurement.

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal 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 RFP 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 39.

1.24 Insurance Requirements

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) calendar 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.

1.25 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.

1.26 Payment

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and 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 for that classification established from the Contractor's Proposal.** These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

1.27 Termination

1.27.1 Termination of the Contract for Cause

State 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 State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State 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 State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.27.2 Termination of the Contract for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be 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.

1.28 Assignment

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. 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 State.

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration 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.

1.30 Civil Rights Compliance

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

Contractor shall agree 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.

1.31 Record Ownership

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

1.32 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein

by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.33 Contract Changes

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 shall be binding on any of the parties.

1.34 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State 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.

1.35 Governing 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.

1.36 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2 – 1672.4.

1.37 Code of Ethics

Proposers shall be 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 shall be the only entity which can officially rule on ethics issues.

1.38 Corporate Requirements

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.

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.

1.39 Outsourced Key Controls

NOT APPLICABLE TO THIS SOLICITATION

1.40 Vendor Registration

DOTD strongly encourages vendors to register on the LaPac website.

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

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

All vendors that wish to receive email notifications of bid opportunities must be registered in LaGov and pay their annual vendor subscription fee via the vendor enrollment portal

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

The Contractor shall provide technical assistance services for developing, implementing and administering a MAP-21 compliant fixed-guideway state safety oversight program for the New Orleans Streetcar line.

MAP 21 is Federal Law that is subject to modification by rule or statute at any time. If the scope of services described below is expanded due to changes in the Federal Law, maximum compensation to the Contractor may be amended through Amendment agreement. Any Contract Amendment will not be valid until it has been approved, in writing, by the Director of the Office of State Procurement of the Division of Administration.

2.2 Period of Agreement

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **September 15, 2015**, and to continue through **September 14, 2018**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

The State reserves the right to cancel Contract for causes detailed in 1.27 Termination.

2.3 Tasks and Services

Note: Attachment “A” Details State Safety Oversight (SSO) Program Work Plan

Task 1: Certification Work Plan Implementation

The Contractor shall:

- Assist in implementing the Certification Work Plan submitted to the Federal Transit Administration, Attachment “A” to ensure that DOTD develops and implements a MAP-21 compliant state safety oversight program as outlined below (review CWP Document for clarification).
- Assist with the various ‘Action Plan Steps’ activities listed under CWP Section 2 – Enforcement Authority as shown below:
 1. Establish intra-agency review team to address legal and policy issues regarding the State’s role, activities and requirements to oversee all aspects of NORTA safety, including during engineering and construction
 2. Review alternatives within the State for establishing the new authorities required in MAP-21 mandates:
 - a. Develop specific approach for specifying enforcement authority (in addition to adopted legislation) for overseeing all aspects of NORTA safety in engineering, construction and operations
 - b. Develop approach to adopting and enforcing relevant Federal and State laws
 - c. Develop approach for enforcement authority regarding the implementation of the Agency Safety Plan
 - d. Develop approach for investigative, auditing, and inspection authority
 - e. Develop approach for prohibiting NORTA funding of State SSO program
 3. Document approaches proposed for specific legal and enforcement issues in letter memo or report
 4. Submit report or letter memo to FTA for review and concurrence
 5. Once FTA concurrence is received on proposed approach, conduct a workshop with NORTA to outline proposed approach
 6. Modify proposals as warranted based on feedback from NORTA; resubmit any major

changes to FTA

7. Establish State requirements for overseeing and enforcing NORTA safety
8. Establish State requirements for safety certification for NORTA in engineering and construction utilizing FTA's Guidance Circular 5800.1, Safety and Security Management Guidance for Major Capital Projects.
9. Draft orders, notices and other documents, including those for public review and comment, to provide the SSOP and DOTD with the authority to require and enforce safety regulations for the rail transit system.

The Contractor shall:

- Assist with the various 'Action Plan Steps' activities listed under CWP Section 3 – SSO Program Implementation Activities as identified as number(s):
 1. Building on the plan developed in Section 2 above to obtain investigative and enforcement authority, DOTD will develop/revise its investigation procedures, forms and processes to facilitate independent State investigation of accidents, incidents and hazards
 2. Pilot test new procedures by conducting, first, a joint investigation with NORTA, and then an entirely independent investigation of an accident or hazard at the NORTA

The Contractor shall:

- Assist with the various 'Action Plan Steps' activities listed under CWP Section 3 – SSO Program Implementation Activities as identified as number(s):
 1. Develop a new procedure for managing, tracking, verifying close-out of CAPs with NORTA
 2. Review Technical Assistance Tabs 5-7, and coordinate with NORTA to enhance the CAP management process

The Contractor shall:

- Assist with the various 'Action Plan Steps' activities listed under CWP Section 3 – SSO Program Implementation Activities as identified as number(s):
 1. Establish a new approach for monitoring NORTA safety performance and identification, reporting and management of hazards
 2. Conduct a workshop with NORTA safety, operations and maintenance leadership regarding hazard management program and proposed new approach
 3. During workshop, and in follow-on activities, DOTD will develop a Draft Safety Performance Agreement with NORTA
 4. Finalize a new procedure and submit it to NORTA and FTA
 5. Work with NORTA to implement the new procedure to enhance the collection and analysis of safety, operations and maintenance data and information to identify hazards and monitor safety performance in keeping with the new procedure
 6. Establish monthly meetings to review the safety, operations and maintenance data, and oversee and support NORTA in identifying, investigating and assessing hazards
 7. DOTD and NORTA will conduct a joint hazard assessment regarding an issue identified at NORTA, develop a risk mitigation plan, and submit it to FTA

The Contractor shall:

- Assist with the various 'Action Plan Steps' activities listed under CWP Section 3 – SSO Program Implementation Activities as identified as number(s):
 1. Review and approve NORTA's Safety Plan
 2. Review and approve supporting and referenced procedures

3. Develop a plan or procedure to oversee (even more actively than in Part 659 program) NORTAs implementation of its safety plan
4. Develop checklists and a process for conducting a three-year audit using FTA's guidance in Technical Assistance Tabs 5-7
5. Develop a sampling plan to identify the inspections, tests, observations, and measurements to be conducted in support of the audit
6. Determine whether the audit will be conducted once every three years or in an on-going manner over the three year period
7. Audit NORTAs implementation of its agency safety plan, and submit report to FTA, including new procedures, checklists and plans
8. Use process to investigate any allegation of noncompliance it receives regarding NORTAs implementation of the safety plan

The Contractor shall:

- Assist with the various 'Action Plan Steps' activities listed under CWP Section 3 – SSO Program Implementation Activities as identified as number(s):
 1. Update annual reporting procedure to include the timeframes and content of reports to be delivered to the Governor's Office, FTA, and the NORTA Board of Directors
 2. Initiate Monthly Briefings with the NORTA CEO/General Manager
 3. Initiate Quarterly Briefings with the NORTA Board of Directors during Board Meetings
 4. Coordinate with internal agency staff regarding additional briefing elements or information to be provided to the Governor in advance of the annual report

Once the steps listed under Task 1 above have been completed and implemented, contractor shall assist the DOTD in administering the MAP-21 compliance SSO Program. Contractor's duties shall include, but not be limited to, the activities listed in Tasks 2-4.

Task 2: Compliance Document Review

During the implementation phase, DOTD will be required to review the various safety and security related documents of the fixed guideway operator. Contractor shall assist with review of the following document types:

The Contractor shall:

- Review and comment on new or revised fixed guideway operators System Safety Program Plan.
- Review and comment on new or revised fixed guideway operators System Security Plan.
- Review and comment on new or revised fixed guideway operators Standard Operating Procedure (SOP) documents.
- Review and comment on accident investigation reports.
- Review and comment on corrective action plans submitted to DOTD by the fixed guideway operator.

Task 3: Field Investigation Services

The Contractor shall:

- Provide random track inspection services to compare with track inspection reports filed by the fixed guideway operator.
- Provide random accident investigation service to compare with the accident reports filed by the fixed guideway operator.
- Provide engineering review of proposed new or expanded revenue service tracks designed by the fixed guideway operator or their consultant.

Task 4: Audit Assistance

The Contractor shall:

- Provide assistance to DOTD in preparing documentation in preparation of triennial audits of the SSO program (conducted by FTA every three years).
- Provide assistance to DOTD during the triennial audit.

2.4 Deliverables

The Contractor will provide planning, compliance, inspection, and engineering review services for the DOTD's Fixed Guideway Safety & Security Program.

The Contractor shall provide:

- A detailed monthly invoice for each task performed.
- A monthly progress report detailing services provided.

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, if applicable.

2.5 Scope of Work Elements

2.5.1 Functional Requirements

The Contractor shall assist with CWP implementation activities, document review, inspection services, engineering review, and FTA audit support services.

2.5.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

2.5.3 Project Requirements/Reporting

The Contractor's shall submit a detailed progress report and invoice on a monthly basis for the Project Manager's review and approval.

PART III: EVALUATION

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.

Each proposal shall be rated for Criteria one through three, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 3.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

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

<i>CRITERIA</i>	<i>MAXIMUM SCORE</i>
<i>1. Company Background and Experience</i>	<i>15</i>
<i>2. Approach and Methodology</i>	<i>25</i>
<i>3. Staff Qualifications</i>	<i>25</i>
<i>4. Hudson/Veteran Small Entrepreneurship Program</i>	<i>10</i>
<i>5. Cost</i>	<i>25</i>
<i>TOTAL SCORE</i>	<i>100</i>

3.1 Cost Evaluation

Criteria 5 -The Proposer with the lowest grand total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$CS = (LPC/PC) * 25$$

Where:

CS=cost score (points) for proposal being evaluated

LPC= Lowest Proposed Grand Total cost of all proposers

PC= Grand Total cost of proposer being evaluated

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

Ten percent (10%) of the total evaluation points on this RFP shall be 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 businesses 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 business: Full amount of the reserved points
- Proposer is not a certified small business but has engaged one or more certified small businesses to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small businesses to be utilized
 - the experience and qualifications of the certified small business(es)
 - the anticipated earnings to accrue to the certified small business(es)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor shall provide planning, compliance, monitoring services for the DOTD's Fixed Guideway Safety & Security Program. Contractors duties shall include, but not limited to, assistance in implementing the 'Certification Work Plan', Attachment "A" and providing ongoing support to the program in accordance with the schedules and suggested timelines in Attachment "A", established by MAP-21, established by the FTA, NORTA, necessitated by practical circumstances, and as may be agreed upon by DOTD and the contractor.

4.2 Performance Measurement/Evaluation

Performance Measures:

The services provided by the contractor shall be evaluated by the designated DOTD State Safety Oversight Officer who will determine if the services are being provided in a timely manner and as outlined in the contract. Contractor shall submit the following information on a monthly basis.

- A detailed monthly invoice for each task performed.
- A monthly progress report detailing services provided.

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 Services and are identified as:

(1) Contractor shall make available to DOTD technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in Exhibit A, Scope of Services, in the manner described herein. Each such task will be considered complete when the completion criteria, as defined in the applicable tasks, are met.

(2) Each Task specified in Scope of Services contains, at a minimum, a description of the task, a Statement of the Contractor's responsibilities, completion criteria, and a list of deliverable items (if any). The aggregate of the costs for all Task Schedules shall not exceed the maximum fee stated in the Compensation section of the contract resulting from this Request for Proposal.

(3) The Contractor shall perform the services in a competent and professional manner, to accomplish this work in the manner stated in the Scope of Services, and to provide the deliverable items as required.

Monitoring Plan/Evaluation

Mr. Kevin Lawson, DOTD Program Specialist 4, or designee will monitor the services provided by the **contractor** and the expenditure of funds under this contract. *Mr. Kevin Lawson, DOTD Program Specialist 4, or designee* 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:

During the progress of the work, representatives of the DOTD, the FTA and of other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Contractor in conducting this project.

The DOTD State Safety Oversight Officer shall monitor the performance of the Contractor as follows:

- Schedule and conduct monthly meetings with contractor to review and discuss contractor's progress on meeting goals and objectives and identified in 1.1.2 (A) Goals and Objectives.
- Review monthly invoices and progress reports.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned 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.

ATTACHMENT I: 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. The Proposer should 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 shall certify that the above information is true and shall grant 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 shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be 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 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 shall certify, 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 II: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

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

STATEWIDE

TECHNICAL ASSISTANCE FOR STATE SAFETY OVERSIGHT (TASSO)

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

Registration Link:

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

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services
81102200 For Engineering and Related Services

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

1.1.1 GOALS AND OBJECTIVES

The contractor shall provide planning, compliance, and monitoring services for the DOTD’s Fixed Guideway Safety & Security Program in accordance with MAP 21 legislation. Contractor’s duties shall include, but not be limited to, assistance in implementing the ‘Certification Work Plan’, Attachment “A” and providing ongoing support to the program as needed. The specific goals and objectives served by contractor shall include the following:

- Provide assistance to DOTD with implementing the ‘Certification Work Plan’ (CWP) submitted to FTA outlining the steps to develop a MAP-21 compliant State Safety Oversight Program.
- Provide assistance to DOTD with its duties as the State Safety Oversight agency for fixed guideway programs in Louisiana.
- Provide guidance in developing fixed guideway audit documents for submission to FTA.
- In coordination with the DOTD SSO, manage the paperwork flow between fixed guideway operators and DOTD regarding compliance with DOTD State Standard on Fixed Guideway operations.
- Assist DOTD at meetings with operators on fixed guideway safety and security compliance.
- Assist DOTD in insuring the compliance of the certified MAP-21 SSO program including, but not limited to: track inspection activities, reviewing design plans for new service lines, conducting accident investigations, and conducting facility inspections.

1.1.2 *PERFORMANCE MEASURES*

The services provided by the contractor shall be evaluated by the designated DOTD State Safety Oversight Officer who will determine if the services are being provided in a timely manner and as outlined in the contract. Contractor shall submit the following information on a monthly basis.

- A detailed monthly invoice for each task performed.
- A monthly progress report detailing services provided.

1.1.3 *MONITORING PLAN*

Mr. Kevin Lawson DOTD Program Specialist 4, will monitor the services provided by the **contractor** and the expenditure of funds under this contract. **Mr. Kevin Lawson DOTD Program Specialist 4**, 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:

- Schedule and conduct monthly meetings with the contractor to review and discuss contractor’s progress on meeting goals and objectives and identified in 1.1.2 (A) Goals and Objectives.
- Review monthly invoices and progress reports.

During the progress of the work, representatives of the DOTD, the FTA and of other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Contractor in conducting this project.

1.1.4 *DELIVERABLES*

The Contractor will provide planning, compliance, inspection, and engineering review services for the DOTD’s Fixed Guideway Safety & Security Program.

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, if applicable.

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

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. Any such replacement of key personnel must be approved by DOTD. The Contractor Resources should be as follows:

(1) *Project Staff*. Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in Scope of Work.

(2) *Contractor's Personnel*. DOTD reserves the right to disapprove the continuing assignment of Contractor's personnel provided under this Contract. If DOTD exercises this right, and the Contractor cannot immediately replace the disapproved personnel, DOTD agrees to an equitable adjustment in schedules that may be affected hereby.

(3) Any special resources identified in Scope of Services shall be provided by the Contractor.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on [Date] and shall terminate on [Date], unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, 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. Such approval authorizes a Contract term for not more than 36 months.

2.2 STATE FURNISHED RESOURCES

Mr. Kevin Lawson DOTD Program Specialist 4, will serve as the 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 is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3.0 **COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS**

3.1 *COMPENSATION*

In consideration of the services described above, DOTD hereby agrees to pay the Contractor based on Hourly Billable rates and Direct Expenses (including travel) specified in the Contractor's proposal, for a maximum limitation of \$_____ for the actual work performed.

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*

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and 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 for that classification established from the Contractor's Proposal.** These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs. All out of state travel will be subject to prior approval by the Secretary of DOTD or his/her designee.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

FEDERAL PROJECT NO: LA-74-X001-00 has been assigned to this contract for identification purposes. All documents submitted to DOTD in connection with this contract shall be identified by these project numbers.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

State 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 State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State 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 State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

5.0 INDEMNIFICATION & 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.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4

7.0 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.

8.0 ASSIGNMENT

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.

9.0 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 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.

A post-audit shall be conducted by the DOTD Audit Section to determine compliance with the terms of this contract and eligibility of contract expenses for which reimbursement was received. This audit shall be made in accordance with generally accepted auditing and accounting procedures, including the Government Auditing Standards set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), and state travel regulations in effect during the contract period, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD Audit Director. Final payment for these costs will be adjusted after completion of the project to reflect the actual work performed and the direct expenses experienced by the Contractor during the course of the contract, and as determined by the Department's Audit Section following the post audit of the contract. However, in no event shall such an adjustment allow the contract costs to exceed the maximum limitation imposed thereon.

The Contractor may request (through the Project Manager) an interim audit to be performed halfway through the contract period if at least half of the total contract amount has been expended.

10.0 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.

Any changes, extensions or modifications in the scope of services required under this contract will require a fully executed supplemental agreement to this contract, however, no such extension can be approved that would cause the contract to exceed thirty six (36) months. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has

been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

11.0 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.

12.0 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.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractors 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 DOTD, and any Sub-Contractor 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 Sub-Contractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his Sub-Contractors. 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 DOTD 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.

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, 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.

15.0 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.

16.0 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.

17.0 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.

18.0 INDEPENDENT ASSURANCES

NOT APPLICABLE TO THIS CONTRACT

19 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State Agency shall remain the property of State Agency, and shall be returned by Contractor to State agency, 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 State, and shall, upon request, be returned by Contractor to State Agency, at Contractor's expense, at termination or expiration of this contract.

20 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.

21.0 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.

22.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP 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

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



**State Safety Oversight (SSO) Program Work Plan
Response to FTA's Pre-Certification Submittal Review Correspondence and FTA's SSO Grant Program Notice**

Attachment "A"

Louisiana Certification Work Plan

Status: NA=Not Applicable; NS=Not Started; IP=In Progress; IB=In Progress, Behind Schedule; SC=Substantially Complete; C=Complete



**State Safety Oversight (SSO) Program Work Plan
Response to FTA's Pre-Certification Submittal Review Correspondence and FTA's SSO Grant Program Notice**

SECTION 1 – Independence from RFGPTS: <i>These provisions require the eligible State to designate an SSO agency that is a legal entity of the State and that is financially and legally independent from the rail fixed guideway public transportation system (RFGPTS) in its jurisdiction. SEE TABS 1 and 2 FOR EXAMPLES.</i>							
49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
1. 5329(e)(3)(C): State establishes a State safety oversight agency (SSOA) as a legal entity of the State	Yes	None Required	None Required	NA	NA	NA	NA
2. 5329(e)(4)(A)(i): SSOA is legally independent from RFGPTS	Yes	None Required	None Required	NA	NA	NA	NA
3. 5329(e)(4)(A)(i): SSOA is financially independent from RFGPTS	No	Submitted to FTA via email on 12/11/13	Received verbal approval of submission from FTA.				
4. 5329(e)(4)(A)(ii): SSOA does not directly provide public transportation in same area as RFGPTS	No	Submitted to FTA via email 1/14/14	Received verbal approval of submission from FTA.				
5. 5329(e)(4)(A)(iii): SSOA does not employ any individual who administers RFGPTS programs	Yes	None Required	None Required	NA	NA	NA	NA

Status: NA=Not Applicable; NS=Not Started; IP=In Progress; IB=In Progress, Behind Schedule; SC=Substantially Complete; C=Complete



State Safety Oversight (SSO) Program Work Plan
Response to FTA’s Pre-Certification Submittal Review Correspondence and FTA’s SSO Grant Program Notice

SECTION 2 – Enforcement Authority: These provisions require the eligible State to obtain authority for its State Safety Oversight (SSO) program and designated SSO agency to oversee and enforce safety at each RFGPTS in its jurisdiction from engineering and construction through operations. SEE TABS 3 and 4 FOR EXAMPLES.							
49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
7. 5329(e)(3)(A): State has assumed responsibility for overseeing all aspects of RFGPTS safety (including engineering and construction)	Partial	Establish State's approach to obtaining enforcement authority over all aspects of safety for NORTA in engineering, construction and operations Coordinate with NORTA on selected approach for enforcement authority	<ol style="list-style-type: none"> 1. Establish intra-agency review team to address legal and policy issues regarding the State's role, activities and requirements to oversee all aspects of NORTA safety, including during engineering and construction 2. Review alternatives within the State for establishing the new authorities required in MAP-21 mandates: <ol style="list-style-type: none"> a. Develop specific approach for specifying enforcement authority (in addition to adopted legislation) for overseeing all aspects of NORTA safety in engineering, construction and operations b. Develop approach to adopting and enforcing relevant Federal and State laws c. Develop approach for enforcement authority regarding the implementation of the Agency Safety Plan d. Develop approach for investigative, auditing, and inspection authority e. Develop approach for prohibiting NORTA funding of State SSOP program 3. Document approaches proposed for specific legal and enforcement issues in letter memo or report 4. Submit report or letter memo to FTA for review and concurrence 5. Once FTA concurrence is received on proposed approach, conduct a workshop with NORTA to outline proposed approach 6. Modify proposals as warranted based on feedback from NORTA; resubmit any major changes to FTA 	SSO Program Manager; Supervisor, Legal Counsel	Alternatives Memo Report or Letter Documenting Proposed Mechanism to Confer Authority to the SSO Program Call with FTA Final Proposed Approach Documented and Submitted to FTA Workshop Summary Report	270 days 300 days 330 days 390 days 450 days	IP

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
		Close-out certification item with FTA	7. Establish State requirements for overseeing and enforcing NORTA safety 8. Establish State requirements for safety certification for NORTA in engineering and construction utilizing FTA’s Guidance Circular 5800.1, Safety and Security Management Guidance for Major Capital Projects. 9. Draft orders, notices and other documents, including those for public review and comment, to provide the SSOP and DOTD with the authority to require and enforce safety regulations for the rail transit system 10. Submit draft, proposed and final orders, notices, and other documents to FTA to close-out certification process in this area 11. Submit letter requesting close-out to FTA 12. Receive FTA approval on close-out	SSO Program Manager; Supervisor, Legal Counsel, SSO staff or contractor support	State Requirement Memo Final Close-out Letter to FTA	510 days 810 days	
2. 5329(e)(3)(B): State adopts and enforces Federal and relevant State laws on all aspects of RFGPTS safety	Partial	See above.	See above.	See above.	See above.	See above.	See above.
3. 5329(e)(3)(F): State prohibits RFGPTS from funding the SSO agency	Partial	See above.	See above.	See above.	See above.	See above.	See above.
4. 5329(e)(4)(A)(iv): Designated SSOA has the authority to	Partial	See above.	See above.	See above.	See above.	See above.	See above.

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
review, approve, oversee, and enforce RFGPTS Safety Plan							

SECTION 3 – SSO Program Implementation Activities: <i>These provisions require the eligible State to ensure that the designated SSO agency carries out an effective safety regulatory program. SEE TABS 5, 6 and 7 FOR EXAMPLES.</i>							
49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
1. 5329(e)(4)(A)(v): SSOA has investigative and enforcement authority with respect to all aspects of RFGPTS safety	No	Build SSOA capability to conduct independent investigations of accidents and hazards at NORTA	<ol style="list-style-type: none"> Building on the plan developed in Section 2 above to obtain investigative and enforcement authority, DOTD will develop/revise its investigation procedures, forms and processes to facilitate independent State investigation of accidents, incidents and hazards Pilot test new procedures by conducting, first, a joint investigation with NORTA, and then an entirely independent investigation of an accident or hazard at the NORTA Coordinate this new/revise process with NORTA, and brief the NORTA CEO on the new process DOTD will submit its new/revise procedures to FTA, as well as a copy of the independent investigation final report 	SSO Program Manager; Supervisor; SSO staff or contractor support	Investigation Procedure Workshop with NORTA Joint and Independent Investigations Reports	300 days 330 days 390 days 430 days	NS
		Enhance SSOA tracking, verification and management of	<ol style="list-style-type: none"> Develop a new procedure for managing, tracking, verifying close-out of CAPs with NORTA Review Technical Assistance Tabs 5-7, and coordinate 	SSO Program Manager; Supervisor; SSO	CAP Management Procedure	330 days	NS

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
		corrective action plans (CAPs)	3. with NORTA to enhance the CAP management process Submit the new procedure and a CAP close-out report to FTA	staff or contractor support			
		DOTD will enhance oversight of NORTA hazard management program DOTD will work with NORTA on data collection and analysis	1. Establish a new approach for monitoring NORTA safety performance and identification, reporting and management of hazards 2. Conduct a workshop with NORTA safety, operations and maintenance leadership regarding hazard management program and proposed new approach 3. During workshop, and in follow-on activities, DOTD will develop a Draft Safety Performance Agreement with NORTA 4. Finalize a new procedure and submit it to NORTA and FTA 5. Work with NORTA to implement the new procedure to enhance the collection and analysis of safety, operations and maintenance data and information to identify hazards and monitor safety performance in keeping with the new procedure 6. Establish monthly meetings to review the safety, operations and maintenance data, and oversee and support NORTA in identifying, investigating and assessing hazards 7. DOTD and NORTA will conduct a joint hazard assessment regarding an issue identified at NORTA, develop a risk mitigation plan, and submit it to FTA	SSO Program Manager; Supervisor; SSO staff or contractor support	Hazard Management Procedure DRAFT Safety Performance Agreement with NORTA Meeting Minutes Hazard Assessment and Risk Mitigation Plan	330 days 390 days 410 days 450 days	NS

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
2. 5329(e)(4)(A)(vi): SSOA audits, at least once triennially, RFGPTS compliance with Safety Plan	No	DOTD will develop enhanced approach to overseeing NORTA implementation of its agency safety plan	<ol style="list-style-type: none"> 1. Review and approve NORTAs Safety Plan 2. Review and approve supporting and referenced procedures 3. Develop a plan or procedure to oversee (even more actively than in Part 659 program) NORTAs implementation of its safety plan 4. Develop checklists and a process for conducting a three-year audit using FTA’s guidance in Technical Assistance Tabs 5-7 5. Develop a sampling plan to identify the inspections, tests, observations, and measurements to be conducted in support of the audit 6. Determine whether the audit will be conducted once every three years or in an on-going manner over the three year period 7. Audit NORTAs implementation of its agency safety plan, and submit report to FTA, including new procedures, checklists and plans 8. Use process to investigate any allegation of noncompliance it receives regarding NORTAs implementation of the safety plan 	SSO Program Manager; Supervisor; SSO staff or contractor support	Approved NORTA Agency Safety Plan and Procedures Oversight Procedure for NORTA Agency Safety Plan Audit Checklists and Sampling Plan Final Audit Report Investigation Reports for Allegations of Non-Compliance	270 days 270 days 330 days 410 days 450 days 570 days On-going	NS
3. 5329(e)(4)(A)(vii): SSOA provides annual status report on RFGPTS safety to the Governor, FTA and the RFGPTS Board of Directors	No	DOTD will amend existing reporting procedures to address 5329(e)(4)(A)(vii) requirements	<ol style="list-style-type: none"> 1. Update annual reporting procedure to include the timeframes and content of reports to be delivered to the Governor’s Office, FTA, and the NORTA Board of Directors 2. Initiate Monthly Briefings with the NORTA CEO/General Manager 3. Initiate Quarterly Briefings with the NORTA Board of Directors during Board Meetings 	SSO Program Manager, Supervisor, SSO staff or contractor support	Report Procedure Monthly CEO Briefing Package Quarterly	300 days On-going On-going	NS

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
			4. Coordinate with internal agency staff regarding additional briefing elements or information to be provided to the Governor in advance of the annual report		NORTA Board Briefing Package		

SECTION 4 – Staffing and Qualification of SSO Personnel and Contractors: <i>These provisions require the eligible State to ensure that the designated SSO agency is staffed with qualified personnel. SEE TABS 8 and 9 FOR EXAMPLES.</i>							
49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
1. 5329(e)(3)(D): Determines, in consultation with FTA, an appropriate staffing level for the SSOA that is commensurate with the number, size, and complexity of RFGPTS in the eligible State	No	Develop SSO work breakdown structure	1. Review <i>Federal Register</i> notice for final SSO grant program apportionment amount for FY 13 and FY 14 2. Establish final budget for State's SSO grant program (including State match) 3. Review FTA's Technical Assistance Tabs and State's Pre-Certification Submittal Results, and the State's response to Section 3 above, to establish list of activities that will be performed in the program using FTA FY 13 and FY 14 funding 4. Also review SSO program responsibilities and statutory requirements within the existing 49 CFR Part 659 program that will meet MAP-21 requirements 5. Establish a work breakdown structure (a detailed task-by-	SSO Program Manager, Supervisor	Work Breakdown Structure Proposal for staffing, including State personnel and contractors Letter to FTA FTA acceptance of State work	300 days 330 days 350 days 380 days	NS

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
			task evaluation and analysis) of actual full-time equivalent (FTE) position requirements for DOTD to operate the SSO program 6. Complete the work breakdown structure and recommend appropriate staffing levels 7. Submit to FTA for review and approval		breakdown structure and staffing proposal		
		Develop proposed staffing plan and budget	1. Using results of the work breakdown structure, develop a staffing plan for the SSO program to document identified positions, required qualifications, and roles and responsibilities of State employees and contractors 2. Develop formal job descriptions 3. Develop SSO staffing budget 4. Submit staffing plan and budget to FTA	SSO Program Manager, Supervisor	SSO Program Staffing Plan SSO Program Staffing Budget	240 days 270 days	NS
2. 5329(e)(3)(E): Requires that SSOA employees and other designated personnel are qualified to perform oversight functions through appropriate training	No	Identify technical qualifications for SSO staff and contractors Establish long-term plan for ensuring access to technical expertise	1. Establish technical qualifications as part of advertised job positions (see Item 1 in Section 4 above) 2. Establish technical qualifications for contractors as part of solicitations for service 3. Establish technical training and/or certification or mentoring opportunities for SSO program personnel in specific rail transit disciplines with NORTA, other State DOT SSO programs, or through the State's FRA Participation Program 4. Identify long-term strategy for ensuring access to technical expertise in areas of rail transit vehicles, track, signals and train control, traction power, rail grade crossings, and operations/maintenance practices	SSO Program Manager, Supervisor	Job description with technical qualifications Solicitations with technical qualifications Long-term plan including specific opportunities to technical training	300 days 300 days	NS
3. 5329(e)(3)(E): Requires that SSOA employees and other	TBD	Establish requirement for participation in FTA's public transportation	1. Specify participation in and successful completion of FTA's training program as a term and condition of employment 2. Specify participation in and successful completion of FTA's	SSO Program Manager, Supervisor	Excerpt language requiring FTA's	240 days	NS

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49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
designated personnel successfully complete FTA’s public transportation safety certification program		safety certification training program	training program as a requirement in any solicitation for contract services 3. Establish individual training plans for each SSO program employee or contractor 4. Submit to FTA		training program Individual training plans	300 days	

SECTION 5 – Grants and Waivers: <i>These provisions specify requirements for the eligible State to participate in the MAP-21 SSO grant program and request waivers from specific financial and legal independence clauses (49 U.S.C. Section 5329(e)(4)(A)(i) and (iii)). SEE FTA’S FAQs ON THE SSO GRANT PROGRAM FOR ADDITIONAL INFORMATION.</i>							
49 U.S.C. Section	FTA Assessment	Action Plan Tasks	Action Plan Steps	Responsibility	Anticipated Outcomes	Timeline	Status
1. 5329(e)(6)(B)(ii): The SSOA is already an FTA grantee or is ready to become an FTA grantee	Yes	None Required	None Required	NA	NA	NA	NA
2. 5329(e)(6)(C)(ii)-(iii): The SSOA is ready to make its 20 percent match independent of RFGPTS funding	No	20 percent Match is SSO Program Manager Salary – Submitted to FTA on 1/14/14	Received verbal approval of submission from FTA.				
3. 5329(e)(4)(B): SSOA is not requesting a waiver	Yes	None Required	None Required	NA	NA	NA	NA

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