

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000002993

Retainer Contract for Debris Removal
And Disposal Monitoring Resources

District 08

January 23, 2015

**Proposal Submission Deadline:
Monday, February 23, 2015 by 3:00 p.m. CST**

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested in supplementing DOTD resources in monitoring district-wide debris removal and disposal contracts for District 08 (which includes the following Parishes: Avoyelles, Grant, Natchitoches, Rapides, Sabine, Vernon and Winn) as a result of nature or man-made disaster(s)/event(s).

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

1.2 Background

The 2005 hurricane season (storms Katrina and Rita) and the 2008 hurricane season (storms Gustav and Ike) impacted the State of Louisiana (State) with a magnitude of damage that will take years of recovery. In addition to this recovery process, the State must also be ready to manage any new disaster that may happen. Lessons learned from Katrina, Rita, Gustav and Ike prove that disaster planning and management are critical to protect the citizens and property of the State. The need for consulting services to help DOTD prepare for and respond to a disaster is critical. The State seeks to pre-arrange monitoring services that could step in and augment DOTD with inspection services for debris removal service.

1.3 Scope of Services

The Contractor will provide the necessary staffing and equipment resources to supplement DOTD resources in monitoring of district-wide debris removal and disposal contracts as a result of nature or man-made disaster(s)/event(s). On as needed basis, the Contractor will be given a Task Order to provide necessary staffing and equipment to:

- Assist and support the assigned DOTD Project Manager/Project Engineer(s) in the inspection and monitoring of district-wide debris removal and disposal contracts on federal aid qualifying and non-federal aid qualifying routes.
- Provide an electronic database to process, store and query all data including photographs, field documents, haul truck certification, etc.

The Contractor will have forty-eight (48) hours from date of notification to mobilize resources to provide the services as stated in the Task Order.

The Selected Contractor shall furnish qualified and trained personnel and equipment as specified in detail in Attachment III (Experience and Training) in order to accomplish the specified services in Attachment V (Specified Services).

1.4 Performance Goals and Measures

Goals and Objectives:

DOTD has many challenges related to Debris Removal and Disposal Monitoring. These challenges also afford DOTD with many opportunities to improve our services to the public through the utilization of improved practices by our selected Contractors. These improved practices shall include accurate completion of all required documentation which will result in increasing the retainage of Federal reimbursements. Another objective is to decrease unnecessary work by DOTD employees required to correct inaccurate documentation.

The overall goal is to not only select a qualified monitoring Contractor but to select one that will provide the services that will allow DOTD to realize these objectives.

Performance Measures:

The performance of the contract will be measured by the DOTD's Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria contained in Attachment V (Specified Services) and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 2.4 (Definitions).

1.5 Monitoring Plan

Monitoring Plan:

The DOTD's Project Manager and/or designee will monitor the services provided by the Contractor and the expenditure of funds under this contract. The DOTD's Project Manager and/or designee will be primarily responsible for the day-to-day contact with the Contractor and the day-to-day monitoring of the Contractor's performance.

1.6 Project Manager

A Project Manager has been named and that information will be provided to the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **May 1, 2015**, and continue through **April 30, 2018**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

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

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.)

2.3 Proposer Inquires

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

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

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

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

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

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

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

2.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. 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.

- D. Contractor-the successful proposer who is awarded a contract.
- E. Proposer-an individual or organization submitting a proposal in response to an RFP.
- F. VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation
- G. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.
- H. Accurate and Complete – For the purposes of this RFP, the term Accurate and Complete shall refer to the entering of information on haul tickets provided by the Debris Removal Contractor. All fields of the haul tickets shall be completed with the correct information in order to be considered as accurate and complete. See sample haul ticket Attachment VI.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	Friday, January 23, 2015
Deadline for receipt of Written inquiries	January 29, 2015 3:00 p.m. CST
Issue responses to Written inquiries	February 5, 2015
Deadline for receipt of Proposals	Monday, February 23, 2015 3:00 p.m. CST
Oral Interview/Presentation (if applicable)	March 3, 2015 (on or about)
Announce Award of Contractor Selection	March 16, 2015 (on or about)
Contract Execution	March 30, 2015 (on or about)

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

3.0 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

The proposers shall have, prior to the deadline for receipt of proposals, a minimum of:

- The proposal must demonstrate that the proposer has or can obtain the maximum number of staff per classification as required in Attachment IV (Minimum Classification Requirements) which possesses the minimum training courses as shown in Attachment III (Experience and Training) to provide monitoring services for debris removal.

The Proposer shall 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.

3.2 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD 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 DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

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

3.3 RFP Addenda

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

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

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

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

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

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

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

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

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

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

3.13 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 is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

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

Mr. Alan A. Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1989
Fax: (225) 379-1857

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

The proposal should be identified with **RFP Solicitation No. 3000002993 and Project Name: Retainer Contract for Debris Removal and Disposal Monitoring Resources, DISTRICT 08** and shall be submitted **prior to 3:00 p.m. CST on Monday, February 23, 2015.**

The DOTD requests that **six** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least **one** copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to

submit any of the mandatory information requested in this RFP shall be considered non-responsive.

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

4.2 Proposal Format

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

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

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

4.5 Certification Statement

The proposer shall sign and submit the Certification Statement shown in Attachment II (Certification Statement).

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of *one year* from the date of submission. This section should include a summary of the Proposer's qualifications and ability to meet the DOTD's overall requirements.

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 VII Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek.* While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

5.2 Corporate Background and Experience

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

- a. An *organizational chart* displaying overall organizational structure.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals shall specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.
- d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- e. A *Statement that the firm is capable of providing the needed services over the thirty six (36) month project period.*

DOTD reserves the right to contact references to verify information in the proposal.

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

5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation

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

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

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

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

Proposer Status and Reserved Points

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

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

certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), ***a description of the work each will perform, and the percentage of work and the required billable hourly rate of each subcontract.***

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

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

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

5.3 Proposed Project Staff

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

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

Note: No substitutions for training requirements shall be offered unless the substitution training materials have been submitted to DOTD Project Manager for review and approval:

- Include a copy of the formal training program that was developed or provided to the key personnel by the proposer, or
- Submit a detailed certified work and training history including reference information indicating work experience and prior training.

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

5.4 Approach and Methodology

The Proposer should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

- A.** The proposer shall provide a billable hourly rate (which includes, but not limited to straight time labor, overtime labor, per diem, general overhead, equipment, field overhead, any payroll additive expenses and profit) for all classifications proposed to perform the services described in Section 1.3. Mileage expenses do not have to be included in the billable hourly rates of the classification. **DOTD will not reimburse Contractor employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Contractors employee/employer relationship contract.**
- B.** Any mileage expense will be in accordance with the most current State’s Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49). Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.
- C.** The proposer shall also provide a **total** cost summary for the all of the services described in Section 1.3. Attachment 1- Price Proposal must include a Grand Total for billable rates per classification. **The Grand total Price will be the cost used for evaluation purposes described in 6.5.**
- D.** The Proposer shall use **Attachment I – Price Proposal** as an example for submitting pricing information.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.3 Oral Presentations/Discussions May be required

The DOTD shall require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives.

Proposers who are reasonably susceptible of receiving an award will be notified by email with time, date and location for Oral Presentation/Discussion. Proposers must include their email address in their proposal.

The purpose of this presentation is to give proposers an opportunity to explain Proposal Content as described in the proposer's written response to Section 5.0 the RFP. *Proposers may not offer additional products or alter their response to the RFP at this time.* Each Proposer will be given forty (40) minutes for Oral Presentation and an additional 20 minutes to answer any questions.

Criteria 6, Each proposers Oral Presentation shall be rated with 0 being the lowest score and the highest possible score 15 and added to the Proposer's score for Criteria 1-5 to determine a total point score.

6.5 Evaluation and Review

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

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

Criteria 5, Price shall be rated as follows: The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Proposer's Total Price}}$$

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

CRITERIA	MAXIMUM SCORE
1) Experience on similar projects	20
2) Personnel experience as related to the project	20
3) Proposer's understanding of the project (approach and methodology)	10
4) Hudson/Veteran Small Entrepreneurship Program	10
5) Price	25
6) Proposer's Oral interview	15
TOTAL SCORE	100

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

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

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

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

Proposer Status and Reserved Points:

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

-the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 *Announcement of Contractor*

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

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the 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 days after the award has been announced by the agency.

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Vendor Registration*

DOTD strongly encourages contractors 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

7.2 *Corporation Requirements*

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

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

7.3 Compensation

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

The maximum amount of any contract resulting from this RFP is \$0. On an as-needed basis a Task Order will be issued for services, and written amendment to the contract shall be made to add a maximum dollar amount.

7.4 Billing and Payment

Payments to the Contractor for services rendered for this Project shall be made monthly 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 actual time worked, not to include time spent on lunch or other breaks. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal, unless payment adjustments are required as set forth below. These rates shall be used for the duration of the Contract.

Payment shall reflect a fifteen percent retainage of the total sum of each invoice submitted. Retainage shall be held by DOTD until the satisfactory completion of the project. Upon completion of the work, a statistical sampling and analysis of the electronic haul tickets will be performed by DOTD, and payment adjustments will be calculated due to failure to submit accurate and complete haul tickets. The payment adjustment will be included in the release of retainage in accordance with the following schedule:

% Accurate and Complete	% of retainage to be released
Greater than or equal to 98 %	100 %
97.9 % - 95 %	73 %
94.9 % - 92 %	53 %
91.9 % - 90 %	20 %
Less than 90 %	0 %

DOTD will not reimburse Contractor employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Contractors employee/employer relationship contract. Such time shall be excluded from invoices.

Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks. **Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.**

A detail mileage log will be required for each vehicle. Log should be certified and signed by driver and supervisor.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or

at the request of the Project Manager, to reflect the actual costs experienced by the Contractor during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

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

Upon receipt of each invoice, the DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts) within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

7.5 Errors and Omissions

It is understood that all work required of the Contractor under Contract shall be accurate and complete and performed to the satisfaction and approval of the DOTD. The DOTD's review, approval, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any of the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Contractor shall be responsible for the accuracy and completeness of all services performed under this Contract. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction, and payments withheld until delivery of an acceptable product. The Contractor shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD. If the DOTD staff makes corrections due to oversight, errors or omissions by the Contractor, the Contractor shall be responsible for costs incurred by the DOTD to make the corrections, as well as any amounts denied by Federal agencies attributable to Contractors failed accuracies and/or errors and omissions.

7.6 Contract Terms & Conditions

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment VII (Sample Contract). Any changes to those terms shall be negotiated if state law allows such negotiation.

7.7 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by 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 DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by 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 DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of 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.

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

ATTACHMENT I – PRICE PROPOSAL (DISTRICT 08)

I/We propose to furnish all labor, materials, equipment, incidentals, etc. necessary to provide the scope of services as outlined in this RFP for the rates of:

Classification	Billable Hourly Rates	Multiply times	Extended total
Contract Monitor/ Roadway		72%	
Contract Monitor/ Disposal Site		16%	
Contract Monitor Supervisor/Coordinator		8%	
Contract Monitor Office Support		3%	
Contract Monitor Project Manager		1%	
Grand Total			

NOTE: Total Cost Summary must include a **Grand Total** for billable hourly rates per classification. **The Grand total Price will be the cost used for evaluation purposes described in 6.5.**

NOTE: Mileage expenses do not have to be included in the billable hourly rates of the classification. **Mileage expense will be in accordance with the most current State’s Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm>. Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.**

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____ Date: _____

ATTACHMENT II
CERTIFICATION STATEMENT

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

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

Date: _____ Official Contact Name: _____

A. E-mail Address: (required) _____

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

C. US Mail Address: _____

D. Telephone Number: _____

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

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

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

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative / DATE

ATTACHMENT III

Experience and Training

The Contractor shall provide persons experienced and trained in construction inspection activities and/or debris removal monitoring.

The **Contract Monitor – Roadway** should possess the following *Minimum Training Courses:

ATSSA Flagger Course
Introduction to Hazardous Materials
Traffic Control Technician (TCT)

The **Contract Monitor – Disposal Site** should possess the following *Minimum Training Courses:

ATSSA Flagger Course
Introduction to Hazardous Materials

The **Contract Monitor – Supervisory/Coordinator** should possess the following Minimum Training Courses:

Traffic Control Technician (TCT)
Traffic Control Supervisor (TCT)
Introduction to Hazardous Materials
FHWA ER Program Training
FEMA Operations Training
EMI Debris Management Course
First Aid
CPR

Note: No substitutions for training requirements shall be offered unless the substitution training materials have been submitted to DOTD Project Manager for review and approval:

- Include a copy of the formal training program that was developed or provided to the key personnel by the proposer, or
- Submit a detailed certified work and training history including reference information indicating work experience and prior training.

ATTACHMENT IV
Minimum Classification Requirements
DISTRICT 08

NOTE:

- DOTD will only pay for one monitor per debris pick-up site per day and one monitor per disposal site per day.
- DOTD will only pay for a maximum of one Supervisor/Coordinator per Parish and a maximum of one Project Manager per Contract.

Classification	Maximum Number to be Provided	Minimum Number of Years of Construction Contract Inspection, Monitoring, or Administration Experience	Required DOTD Certification(s)
Contract Monitor - Roadway	District 08- 45	2	None
Contract Monitor – Disposal Site	District 08 - 10	5	None
Contract Monitor – Supervisor/Coordinator	District 08 – 5	10	None
Contract Monitor – Office Support	District 08 – 2	5	None
Contract Monitor Project Manager	District 08 – 1	5	None

ATTACHMENT V **Specified Services**

The Contractor provided personnel will be assigned to a DOTD Project Manager or designee. The Contractor provided personnel will accept work directions, guidance, and instructions from the DOTD Project Engineer or his assigned DOTD representative. The DOTD Project Manager or designee will determine work starting time, work hours, pre-approved overtime, work assignments, and project assignments. The Contractor provided personnel shall conduct his work within these instructions and directions using the most cost effective methods. The Contractor provided personnel shall not be engaged in any other work assignments during the working times assigned by the DOTD Project Manager or designee.

The Contractor provided personnel shall timely and neatly complete all documentation assigned by the DOTD Project Manager or designee. Additionally, at the beginning of the next work day, the Contractor provided personnel shall provide a daily status report of the previous day's work to the DOTD Project Manager or designee detailing all working hours, work tasks and accomplishments, and resource utilization.

All work will be performed in accordance with the DOTD's Standards and Procedures.

Some of the various tasks to be performed by the Contractor provided personnel under this contract are described more specifically as follows:

1. Writing haul tickets for debris removal. Maintain all field records; make daily entries in the project diary to indicate the Contractor's personnel and Contractor's personnel present on the job site, the contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time.
2. Estimating and documenting debris quantities. Determining debris eligibility, types and acceptable disposal methods.
Guidance on debris eligibility, types and disposal methods can be found in these publications.
 - **FEMA Debris Management Guide**
 - **La DOTD Debris Management Plan**
3. Measuring and computing haul truck volumes.
4. Inspect the contractor's operations (daily) to ensure that all work is performed in accordance with the specified plans, specifications, and reimbursement program requirements.
5. Keep clear and concise records of the contractual operations, prepare daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with DOTD requirements.

Each Contractor provided personnel shall be equipped with a reliable and dependable vehicle for use each day in the contract monitoring activities.

The Contractor provided personnel shall be equipped with a cell phone and be available for DOTD business calls at all times while working for DOTD. The Contractor provided personnel

shall provide other contact information as necessary to ensure adequate and timely means of communication.

The Contractor provided inspectors shall be familiar with the area of work and will be able to easily and quickly navigate to and from multiple work locations, DOTD facilities, Contractors' facilities, etc.

The Contractor provided personnel shall be equipped with all necessary Personal Protective Equipment (PPE) needed for the working conditions as required by the DOTD Safety Manual and as approved by DOTD Safety Section. At a minimum, the Contractor provided personnel shall provide: hard hat, reflectorized safety vest, hearing protection, safety glasses. The Contractor provided personnel will need to provide the following as needed: rubber boots, rain suit, insect repellent, gloves, climbing harness with lanyard, and life vest.

As a minimum, the Contractor provided personnel shall be equipped with the following equipment: GPS unit, digital camera, calculator(s), measuring tape(s), clipboards, writing and drawing instruments, and travel maps. The Contractor provided Office Support and Supervisor/Coordinator shall be equipped with a laptop computer with Microsoft Office Suite, wireless capabilities, and remote internet access. When instructed by DOTD to provide debris-related photographs, contractor shall provide photographs that include date and GPS coordinates.

Contractor shall provide personnel with a DOTD Identification Badge and two magnetic vehicle decals. The badge shall be worn at all times during working hours and decals shall be displayed on the Contractor provided vehicle at all times while working on DOTD projects.

The Contractor provided personnel will be responsible for obtaining all DOTD forms, manuals, documents, and procedures which are available on the Department's Internet site. DOTD will provide copies or make available all necessary manuals, documents, forms and procedures not available on its Internet site. DOTD may provide office space and field office space as available.

The Contractor will provide their personnel with all necessary food, water, fuel, restroom facilities and lodging facilities needed to provide these services.

The Contractor shall provide daily reports from each monitor.

The Contractor shall provide a daily Summary Report.

ATTACHMENT VI SAMPLE HAUL TICKET

CONTRACT INFORMATION	
Project No./Name	Contractor:
TRUCKING INFORMATION	
Truck No.:	Certified Capacity: CY
Subcontractor:	Driver
LOADING INFORMATION	
Date:	Begin/End Time:
Route/Control Section:	District/Parish:
Pass:	Federal Aid Road: <input type="checkbox"/>
To & From Load Location/Address	
Begin Lat.	End Lat.
Begin Long.	End Long.
Load Monitor Signature: _____	
Print Name and ID No.: _____	
DEBRIS INFORMATION	
<input type="checkbox"/> Vegetative <input type="checkbox"/> C & D/Non-Burnable <input type="checkbox"/> Other _____	<input type="checkbox"/> White Goods/Appliances <input type="checkbox"/> Stump Diameter _____ <input type="checkbox"/> Earthen
DISPOSAL INFORMATION	
Date/Time:	Dumpsite Name & Location:
Load Est (%)	x Max Capacity = CY
Site Monitor Signature: _____	
Print Name and ID No: _____	
Comments:	
Original: DOTD Green: Monitor Yellow: Contractor Pink: Driver Gold: DOTD	

ATTACHMENT VII: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

RETAINER CONTRACT FOR DEBRIS REMOVAL AND DISPOSAL MONITORING RESOURCES DISTRICT 08

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

Registration Link:

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

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

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

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

The Contractor will provide the necessary staffing and equipment resources to supplement DOTD resources in the monitoring of district-wide debris removal and disposal contracts as a result of nature or man-made disaster(s)/event(s). On as needed basis, the Contractor will be given a Task Order to provide necessary staffing and equipment detailed in the Task Order to:

- Assist and support the assigned DOTD Project Manager/Project Engineer(s) in the inspection and monitoring of district-wide Debris Removal and Disposal Contracts on federal aid qualifying and non-federal aid qualifying routes.
- Provide an electronic database to process, store and query all data including photographs, field documents, haul truck certification, etc.

The Contractor will have forty-eight (48) hours from notification date to mobilize resources to provide the services as stated in the Task Order.

The Selected Contractor shall furnish qualified and trained personnel and equipment as specified in detail in Attachment III (Experience and Training) in order to accomplish the specified services in Attachment V (Specified Services).

1.1.1 GOALS AND OBJECTIVES

DOTD has many challenges related to Debris Removal and Disposal Monitoring. These challenges also afford DOTD with many opportunities to improve our services to the public through the utilization of improved practices by our selected Contractors. These improved practices shall include accurate completion of all required documentation which will result in increasing the retainage of Federal reimbursements. Another objective is to eliminate waste by decreasing the amount of unnecessary work by DOTD employees required to correct inaccurate documentation.

The overall goal is to not only select a qualified monitoring Contractor but to select one that will provide the services that will allow DOTD to realize these objectives.

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria contained in Attachment III of the RFP and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 2.4 (Definitions) of the RFP.

1.1.3 MONITORING PLAN

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

1.1.4 HUDSON/VETERAN REPORTING REQUIREMENTS

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

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

1.1.5 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.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, **20__** and shall terminate on _____, **20__**, unless modified by a fully executed amendment 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 DOTD FURNISHED RESOURCES

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

2.3 TAXES

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

3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on the following billable rates for the actual work performed.

Classification	Billable Hourly Rates
Contract Monitor/ Roadway	
Contract Monitor/ Disposal Site	
Contract Monitor Supervisor/Coordinator	
Contract Monitor Office Support	
Contract Monitor Project Manager	

Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks. **Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.**

A detail mileage log will be required for each vehicle. Log should be certified and signed by driver and supervisor.

The maximum number of hours worked by any individual under this contract shall not exceed 84 hours per week.

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://www.state.la.us/osp/travel/travelOffice.htm>.

The maximum amount of this contract is \$0. On an as-needed basis a task Order will be issued for services, and a written amendment to the contract shall be made to add a maximum dollar amount.

3.2 PAYMENT TERMS

Payments to the Contractor for services rendered for this Project shall be made monthly 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 actual time worked, not to include time spent on lunch or other breaks. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal, unless payment adjustments are required as set forth below. These rates shall be used for the duration of the Contract.

Payment shall reflect a fifteen percent retainage of the total sum of each invoice submitted. Retainage shall be held by DOTD until the satisfactory completion of the project. Upon completion of the work, a statistical sampling and analysis of the electronic haul tickets will be performed by DOTD, and payment adjustments will be calculated due to failure to submit accurate and complete haul tickets. The payment adjustment will be included in the release of retainage in accordance with the following schedule:

% Accurate and Complete	% of retainage to be released
Greater than or equal to 98 %	100 %
97.9 % - 95 %	73 %
94.9 % - 92 %	53 %
91.9 % - 90 %	20 %
Less than 90 %	0 %

DOTD will not reimburse Contractor employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Contractors employee/employer relationship contract. Such time shall be excluded from invoices.

Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed costs between Tasks. **Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.**

A detail mileage log will be required for each vehicle. Log should be certified and signed by driver and supervisor.

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

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

Upon receipt of each invoice, the DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts) within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.”

3.3 ERRORS AND OMISSIONS

It is understood that all work required of the Contractor under Contract shall be accurate and complete and performed to the satisfaction and approval of the DOTD. The DOTD's review, approval, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any of the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Contractor shall be responsible for the accuracy and completeness of all services performed under this Contract. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction, and payments withheld until delivery of an acceptable product. The Contractor shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD. If the DOTD staff makes corrections due to oversight, errors or omissions by the Contractor, the Contractor shall be responsible for costs incurred by the DOTD to make the corrections, as well as any amounts denied by Federal agencies attributable to Contractors failed accuracies and/or errors and omissions.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

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

such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION & LIMITATION OF LIABILITY

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

Contractor shall indemnify, defend and hold DOTD 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 DOTD 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 DOTD 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, DOTD 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; 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 DOTD 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 DOTD 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.

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

6 CONTRACT CONTROVERSIES

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

7 FUND USE

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

8 OWNERSHIP

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

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

9 NON-ASSIGNABILITY

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

10 RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of three (3) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

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

12 CONFIDENTIALITY OF DATA

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

13 COST RECORDS

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

14 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 Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the 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.

15 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

16 INSURANCE

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

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

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall

be filed with the State of Louisiana for approval. The Contractor shall not allow any Sub-Contractor to commence work on his subcontract until all similar insurance required for the 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 or 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.

17 APPLICABLE LAW

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

18 CODE OF ETHICS

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

19 SEVERABILITY

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

20 COMPLETE CONTRACT

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

21 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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

WITNESSES:

CONTRACTOR

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

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