

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000002802

OJT Supportive Services
Statewide

July 11, 2014

Proposal Submission Deadline:
Monday, August 11, 2014 by 3:00 p.m. CDT

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information 1.1 Purpose 1.2 Background 1.3 Scope of Services 1.4 Performance Goals and Measures 1.5 Monitoring Plan 1.6 Project Manager	Section 1.0	4-6
Administrative Information 2.1 Term of Contract 2.2 Pre-proposal Conference 2.3 Proposer Inquires 2.4 Definitions 2.5 Schedule of Events	Section 2.0	6-8
Proposal Information 3.1 Desired Qualifications of Proposer 3.2 Determination of Responsibility 3.2.1 Right to Prohibit Award 3.3 RFP Addenda 3.4 Waiver of Administrative Informalities 3.5 Proposal Rejection/RFP Cancellation 3.6 Withdrawal of Proposal 3.7 Subcontracting Information 3.8 Ownership of Proposal 3.9 Proprietary Information 3.10 Cost of Preparing Proposals 3.11 Errors and Omissions in Proposal 3.12 Contract Award and Execution 3.13 Code of Ethics	Section 3.0	8-11
Response Instructions 4.1 Proposal Submission 4.2 Proposal Format 4.3 Cover Letter 4.4 Technical and Cost Proposal 4.5 Certification Statement	Section 4.0	11-12
Proposal Content 5.1 Executive Summary 5.2 Corporate Background and Experience 5.2.1 Veteran/Hudson Small Entrepreneurship, If applicable 5.3 Proposed Project Staff 5.4 Approach and Methodology 5.5 Cost Information	Section 5.0	12-13
Evaluation and Selection 6.1 Evaluation Team 6.2 Administrative and Mandatory Screening 6.3 Clarification of Proposals 6.4 Oral Presentations/Discussions 6.5 Evaluation and Review 6.5.1 Hudson/Veteran Initiative Evaluation Points, If applicable 6.6 Announcement of Contractor	Section 6.0	14-15
Successful Contractor Requirements 7.1 Vendor Registration 7.2 Corporation Requirements 7.3 Compensation	Section 7.0	15-16

7.4 Billing and Payment 7.5 Contract Terms & Conditions 7.6 Indemnification 7.7 Confidentiality		
Attachment I: Scope of Services 1. Overview 2. Tasks and Services 3. Functional Requirements 4. Technical Requirements 5. Project Requirements 6. Deliverables		17-19
Attachment II: Certification Statement		20
Attachment III: Sample Contract		21-32

1.0 GENERAL INFORMATION

1.1 Purpose

The Louisiana Department of Transportation and Development has committed to providing an On-the-Job Training (OJT) Supportive Services Program that will educate and train our contractors about the OJT Program to expand the pool of qualified workers within the transportation construction industry. Our goal for implementing this program is to assist in the education and training of contractors who perform work on highway construction projects to include minorities, women, disadvantaged individuals and protected veterans so that employment and business opportunities improve for those individuals. In this capacity the Consultant will need to identify and implement processes that will assist the Department in achieving the Department's OJT Goals.

With this concept in mind, the Louisiana Department of Transportation and Development has been allocated federal funding in OJT Supportive Services to assist us in improving employment and business opportunities for minorities, females, disadvantaged individuals and veterans.

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

1.2 Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Consultant Services for the federally mandated *On-The-Job Training (OJT) Program* under 23 CFR 230, Appendix B to subpart A *reads as follows:*

Appendix B to Subpart A of Part 230—Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a). As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows: The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainees to be trained under the special provisions will be determined by the State highway department. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter. Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are

available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period. No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision. The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8>

The objective is to have Supportive Services for the OJT Program through increasing awareness among the Contracting Community and streamlining processes to ensure that the required documentation/forms that are to be submitted user friendly.

1.3 Scope of Services

Attachment I details the scope of services and deliverables that the DOTD requires of the Contractor.

1.4 Performance Goals, Objectives and Monitoring Plan

Attachment I details the Performance Goals, Objectives and Monitoring Plan

1.5 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 will be an initial twelve (12) month period tentatively scheduled to begin on **September 2, 2014** and to end on **September 1, 2015**. DOTD has the right to renew the contract at the same terms and conditions for two additional twelve-month periods with the concurrence of the Contractor and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 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/WebView?OpenPage> and
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

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

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/WebAddendums?OpenPage>
and LaPAC websites
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>
as an Addendum to the RFP by the deadline shown in the Schedule of Events.

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

2.4 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. OJT – On-the Job Training

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	July 11, 2014
Deadline for receipt of Written inquiries	July 17, 2014 3:00 p.m. CDT
Issue responses to Written inquiries	July 24, 2014
Deadline for receipt of Proposals	August 11, 2014 3:00p.m. CDT
Announce Award of Contractor Selection	August 15, 2014 (on or about)
Contract Execution	August 25, 2014 (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 *Desired Qualifications of Proposer*

It is highly desirable that proposers possess the following qualification at the time of proposal submittal:

- 15 or more years of experience in business and marketing and training with specific experience in providing assistance to the Disadvantaged Business Enterprise (DBE) firms. Additionally, current experience in assisting the DBE firms to meet prime contractors.
- 10 or more years of experience in providing assistance to the Disadvantaged Business Enterprise (DBE) firms in Louisiana;
- 5 or more years of experience working with the Associated General Contractors (AGC) and Road Builders;
- 2 or more years of experience in providing assistance to the certified DBE firms to meet prime contractors;
- A current working knowledge of the Prime Contractors that do business with the Department as well as a current working knowledge of the current certified DBE firms.

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.louisiana.gov/agrestat.nsf/WebAddendums?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, if applicable) 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 substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *ten business days* or if the selected proposer fails to sign the final contract within *ten business days* of delivery 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. 3000002802 and Project Name: OJT Supportive Services** and shall be submitted **prior to 3:00 p.m. CDT on Monday, August 11, 2014.**

The DOTD requests that **One Original (stamped “original”)** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified. The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.

A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

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

4.2 Proposal Format

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

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

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

4.5 Certification Statement

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

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

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

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

5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation

NOT APPLICABLE TO THIS SOLICITATION

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Individual proposed to provide the services of OJT Supportive Services. The Proposer should specifically describe its ability to meet or exceed the desirable qualifications listed in Section 3.1

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

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

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

5.4 Approach and Methodology

The Proposer should provide:

- 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

The proposer shall provide a firm, fixed hourly billable rate which includes travel, all project expenses (Direct Expenses), labor, overhead and profit.

Proposers should use the following as format for providing cost information:

To provide requested services, the proposer proposes a firm fixed hourly billable rate of:	
\$ _____	(Hourly Billable Rate)
NOTE: Contractor will be paid no more than \$73,986 per year which includes Direct Expenses.	
Name of Firm:	_____
Address of Firm:	_____
Telephone Number:	_____
Signature:	_____
Name and Title:	_____
Date:	_____

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.

6.4 Oral Presentations/Discussions May be required

NOT APPLICABLE TO THIS SOLICITATION.

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, Cost shall be rated as follows: The proposer with the lowest hourly billable rate shall receive 25 points. Other proposers will receive points for price based upon the following formula:

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

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

CRITERIA	MAXIMUM SCORE
Approach and Methodology	20
Experience	35
Staff Qualifications	20
Cost	25
TOTAL SCORE	100

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

6.6 *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 hourly rate specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

7.4 Billing and Payment

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance and approval of an invoice by the DOTD. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of Ms. Stephanie O. Ducote.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than **monthly**.

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 last invoice that is submitted must say "FINAL INVOICE".

7.5 Contract Terms & Conditions

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

7.6 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: SCOPE OF SERVICES

1. Overview

In 2008, the Louisiana Department of Transportation and Development (LADOTD), Louisiana Associated General Contractors (LAGC), Louisiana Division Office; Federal Highway Administration (FHWA) and contractors partnered to create the On-The-Job training (OJT) program to be utilized on LADOTD's highway construction projects. The OJT program was developed in conformity with FHWA requirements. The LADOTD seeks to achieve the goal to provide training to individuals, including minorities, women, disadvantaged individuals and protected veterans. Through education and training of the prime contractors about the OJT program; the LADOTD will strive to accomplish their OJT annual goal or show documented good faith efforts that were made by the prime contractors. In order to report any accomplishments made by LADOTD to achieve the OJT annual goal, a process of monitoring and tracking of highway construction projects will be developed.

2. Tasks and Services

The Contractor shall provide the following tasks and services:

- Promote the OJT Program by scheduling and hosting public forums to advise Prime Contractors of OJT requirements.
- Develops literature (e.g., flyers brochures, et.) regarding the OJT Program which can be distributed to the Primes.
- Partners with DOTD Program Specialist 5 (Contractor Compliance Program Manager) and DOTD Investigator (Contract Employee) when Contractor Compliance and CUF Reviews are conducted to discuss OJT contracts and opportunities with Prime Contractors.
- Train Prime Contractors in OJT requirements (i.e., completion of different documents; explaining when to submit and to whom).
- Develop tracking and monitoring system for Highway Construction Projects that have an OJT Goal.
- Prepare detailed confidential reports and summaries of each visit/meeting with Primes. Maintain records of all OJT related data.
- Observe and identify problems in departmental OJT Program and develops proposed corrective action which will be submitted to the appointing authority.
- Obtain necessary guidance and FHWA input on when and how to capture Prime Contractor's internal training efforts.
- Assist Prime Contractors with outreach, recruitment, retainage and enrollment of OJT participants.

3. Functional Requirements

The Contractor shall prepare monthly reports to the LADOTD, detailing activities and program progress and report any issues or concerns regarding ability to meet the objectives of the program. The Contractor shall also provide recommendations for improvement that can be implemented immediately or within a reasonable timeframe.

4. Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

5. Project Requirements, Performance Goals, Objectives and Monitoring Plan

Program Goal	Program Metrics
1) To provide business management assistance and educational information regarding OJT to Highway Construction Contractors	<p>Within 45 Calendar days of contract execution develop, conduct and compile results of a survey that will identify Contractors who can utilize OJT participants on various LADOTD projects. Use project information from the previous 6 months where there was an OJT goal and develop a list of the low bid prime for each project.</p> <ul style="list-style-type: none"> • Conduct public forums to advise all prime contractors of LADOTD OJT goals and other pertinent OJT information.
2) Provide ongoing technical assistance to prime contractors utilizing business relationships with other DBE firms	<ul style="list-style-type: none"> • In an effort to strengthen and enhance each prime’s ability to accomplish OJT project goals, specialized technical assistance shall be provided continuously throughout the 12 months of the contract based on an as needed basis. <ul style="list-style-type: none"> ○ Develop literature for the prime contractors (e.g., flyers, brochures, etc.) regarding the OJT Program & accomplishing OJT project goals. ○ Work one-on-one with different prime contractors to train each contractor in completion of the different required documents.
3) Provide on-going Support Services to address prime contractor’s concerns, issues and/or any deficiencies to assist all prime contractors in becoming more proactive in meeting the individual OJT project goals.	<ul style="list-style-type: none"> • Develop, prepare and distribute quarterly newsletter to all prime contractors. The newsletter must include the services offered by the OJT SS Contractor, as well as upcoming LADOTD Project Letting Information specifically noting projects with an OJT goal; upcoming events and/or workshops, information regarding job-site safety and OSHA Compliance. <ul style="list-style-type: none"> ○ Each monthly newsletter shall be approved by LADOTD prior to distribution. ○ A copy of each monthly newsletter shall be provided to LADOTD with the monthly invoice. ○ Monthly copies of agenda(s), attendance or sign-in roster(s) and type of event and/or workshop must be provided to LADOTD with monthly invoices.
4) To monitor and track OJT participation	<ul style="list-style-type: none"> • Partner with LADOTD Contractor Compliance Program Manager and DOTD Compliance Investigator when these

	<p>individuals are performing Contractor Compliance and Commercially Useful Function Reviews with prime contractors and DBE firms to discuss the OJT project goal and required document/form submittal.</p> <ul style="list-style-type: none">• Partner with LADOTD Contractor Compliance Program Manager and DOTD Compliance Investigator to develop mechanism to track highway construction projects that have an OJT goal reflecting whether the prime contractor met the individual project goal or utilized good faith efforts.<ul style="list-style-type: none">○ Written documentation to verify the prime contractors contacted must be provided to LADOTD with monthly invoices.
--	---

6. Deliverables

Shall be in accordance with the federally mandated *On-The-Job Training (OJT) Program* under the following Code of Federal Regulation (CFR)

23 CFR Part 230, Subpart A. Can be found at:

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8#23:1.0.1.3.8.1.1.7>

And also at 23 CFR 230, Appendix B to subpart A. *Can be found at:*

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8>

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: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

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

**PROJECT NAME
STATEWIDE**

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

Registration Link:

<http://www.prd1.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

In 2008, the Louisiana Department of Transportation and Development (LADOTD), Louisiana Associated General Contractors (LAGC), Louisiana Division Office; Federal Highway Administration (FHWA) and contractors partnered to create the On-The-Job training (OJT) program to be utilized on LADOTD's highway construction projects. The OJT program was developed in conformity with FHWA requirements. The LADOTD seeks to achieve the goal to provide training to individuals, including minorities, women, disadvantaged individuals and protected veterans. Through education and training of the prime contractors about the OJT program; the LADOTD will strive to accomplish their OJT annual goal or show documented good faith efforts that were made by the prime contractors. In order to report any accomplishments made by LADOTD to achieve the OJT annual goal, a process of monitoring and tracking of highway construction projects will be developed.

The Contractor shall perform, but not limited to, the following tasks and services:

- Promote the OJT Program by scheduling and hosting public forums to advise Prime Contractors of OJT requirements.

- Develop literature (e.g., flyers brochures, et.) regarding the OJT Program which can be distributed to the Primes.
- Partner with DOTD Program Specialist 5 (Contractor Compliance Program Manager) and DOTD Investigator (Contract Employee) when Contractor Compliance and CUF Reviews are conducted to discuss OJT contracts and opportunities with Prime Contractors.
- Train Prime Contractors in OJT requirements (i.e., completion of different documents; explaining when to submit and to whom).
- Develop tracking and monitoring system for Highway Construction Projects that have an OJT Goal.
- Prepare detailed confidential reports and summaries of each visit/meeting with Primes. Maintain records of all OJT related data.
- Observe and identify problems in departmental OJT Program and develop a proposed corrective action which will be submitted to the appointing authority.
- Obtain necessary guidance and FHWA input on when and how to capture Prime Contractor’s internal training efforts.
- Assist Prime Contractors with outreach, recruitment, retainage and enrollment of OJT participants.
- The Contractor shall prepare monthly reports to the LaDOTD, detailing activities and program progress and report any issues or concerns regarding ability to meet the objectives of the program. The Contractor shall also provide recommendations for improvement that can be implemented immediately or within a reasonable timeframe.

1.1.1 Project Requirements, Performance Goals, Objectives and Monitoring Plan

<p>1) To provide business management assistance and educational information regarding OJT to Highway Construction Contractors</p>	<ul style="list-style-type: none"> • Within 45 Calendar days of contract execution develop, conduct and compile results of a survey that will identify Contractors who can utilize OJT participants on various LADOTD projects. Use project information from the previous 6 months where there was an OJT goal and develop a list of the low bid prime for each project. • Conduct public forums to advise all prime contractors of LADOTD OJT goals and other pertinent OJT information.
<p>2) Provide ongoing technical assistance to prime contractors utilizing business relationships with other DBE firms</p>	<ul style="list-style-type: none"> • In an effort to strengthen and enhance each prime’s ability to accomplish OJT project goals, specialized technical assistance shall be provided continuously throughout the 12 months of the contract based on an as needed basis. <ul style="list-style-type: none"> ○ Develop literature for the prime contractors (e.g., flyers, brochures, etc.) regarding the OJT Program & accomplishing OJT project goals. ○ Work one-on-one with different prime contractors to train each contractor in completion of the different required documents.

<p>3) Provide on-going Support Services to address prime contractor’s concerns, issues and/or any deficiencies to assist all prime contractors in becoming more proactive in meeting the individual OJT project goals.</p>	<ul style="list-style-type: none"> • Develop, prepare and distribute quarterly newsletter to all prime contractors. The newsletter must include the services offered by the OJT SS Contractor, as well as upcoming LADOTD Project Letting Information specifically noting projects with an OJT goal; upcoming events and/or workshops, information regarding job-site safety and OSHA Compliance. <ul style="list-style-type: none"> ○ Each monthly newsletter shall be approved by LADOTD prior to distribution. ○ A copy of each monthly newsletter shall be provided to LADOTD with the monthly invoice. ○ Monthly copies of agenda(s), attendance or sign-in roster(s) and type of event and/or workshop must be provided to LADOTD with monthly invoices.
<p>4) To monitor and track OJT participation</p>	<ul style="list-style-type: none"> • Partner with LADOTD Contractor Compliance Program Manager and DOTD Compliance Investigator when these individuals are performing Contractor Compliance and Commercially Useful Function Reviews with prime contractors and DBE firms to discuss the OJT project goal and required document/form submittal. • Partner with LADOTD Contractor Compliance Program Manager and DOTD Compliance Investigator to develop mechanism to track highway construction projects that have an OJT goal reflecting whether the prime contractor met the individual project goal or utilized good faith efforts. <ul style="list-style-type: none"> ○ Written documentation to verify the prime contractors contacted must be provided to LADOTD with monthly invoices.

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the DOTD Project Manager, authorized on behalf of the DOTD, to evaluate the contractor’s performance against the criteria in the Scope of Work and are identified in **1.1.1 Project Requirements, Performance Goals, Objectives and Monitoring Plan**

1.1.3 MONITORING PLAN

Ms. Stephanie O. Ducote will monitor the services provided by the contractor and the expenditure of funds under this contract. Ms. Ducote 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:

- Contractor will supply monthly invoices that will be verified against the work completed for the month.

1.1.4 DELIVERABLES

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

Shall be in accordance with the federally mandated *On-The-Job Training (OJT) Program* under the following Code of Federal Regulation (CFR)

23 CFR Part 230, Subpart A. Can be found at:

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8#23:1.0.1.3.8.1.1.7>

And also at 23 CFR 230, Appendix B to subpart A. *Can be found at:*

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8>

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS

NOT APPLICABLE FOR THIS SOLICITATION

1.1.6 SUBSTITUTION OF KEY PERSONNEL

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

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, **2014** and shall end on _____, **2015**, 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

Ms. Stephanie O. Ducote 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 a firm fixed billable hourly rate of \$_____ per hour which includes Direct Expenses, for a maximum limitation of \$_____ for the actual work performed.

3.2 PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance and approval of an invoice by the DOTD. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of Ms. Stephanie O. Ducote.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than **monthly**.

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 last invoice that is submitted must say "FINAL INVOICE".

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

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

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

6 CONTRACT CONTROVERSIES

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

7 FUND USE

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

8 OWNERSHIP

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

9 NON-ASSIGNABILITY

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

10 RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts

directly pertaining to the Contract for a period of three (3) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

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

12 CONFIDENTIALITY OF DATA

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

13 COST RECORDS

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

14 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 subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or

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

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

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

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

17 APPLICABLE LAW

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

18 CODE OF ETHICS

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

Title

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____
Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head