STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 30000545

Motorist Assistance Patrol Sponsorship Program

Statewide

October 8, 2012

Proposal Submission Deadline:
Monday, November 5, 2012 by 3:00 p.m. CST

TABLE OF CONTENTS

1.0 General Information 4
1.1 Purpose 4
1.2 Background 4
1.3 Scope of Services 4
1.4 Performance Goals and Measures 5
1.5 Monitoring Plan 5
1.6 Project Manager 5

2.0 Administrative Information 6
2.1 Contract Term and Renewal 6
2.1.1 Buy-Out 6
2.2 Pre-proposal Conference 6
2.3 Proposer Inquires 6
2.4 Definitions 7
2.5 Schedule of Events 7

3.0 Proposal Information 8
3.1 Desired Qualifications of Proposer 8
3.2 Determination of Responsibility 8
3.2.1 Right to Prohibit Award 8
3.3 RFP Addenda 8
3.4 Waiver of Administrative Informalities 9
3.5 Proposer Rejection/RFP Cancellation 9
3.6 Withdrawal of Proposal 9
3.7 Subcontracting Information 9
3.8 Ownership of Proposal 9
3.9 Proprietary Information 9
3.10 Cost of Preparing Proposals 9
3.11 Errors and Omissions in Proposal 10
3.12 Contract Award and Execution 10
3.13 Code of Ethics 10

4.0 Response Instructions 10
4.1 Proposal Submission 10
4.2 Proposal Format 11
4.3 Cover Letter 11
4.4 Technical and Cost Proposal 11
4.5 Certification Statement 11

5.0 Proposal Content 11
5.1 Executive Summary 11
5.2 Corporate Background and Experience 12
5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation 12
5.3 Proposed Project Staff Qualifications 13
5.4 Approach and Methodology 14

5.5 Cost Information **14**

6.0 Evaluation and Selection **14**
6.1 Evaluation Team **14**
6.2 Administrative and Mandatory Screening **14**
6.3 Clarification of Proposals **14**
6.4 Oral Presentations/Discussions **14**
6.5 Evaluation and Review **15**
6.5.1 Hudson/Veteran Initiative Evaluation Points **16**
6.6 Announcement of Successful Proposer **16**

7.0 Contractor Requirements **17**
7.1 Corporation Requirements **17**
7.2 Compensation **17**
7.3 Billing & Payment **17**
7.4 Contract Terms and Conditions **17**
7.5 Indemnification **17**
7.6 Confidentiality **18**

Attachment I: Scope of Services **19**
1. Overview **19**
2. Tasks and Services **19**
3. Functional Requirements **19**
4. Technical Requirements **19**
5. Project Requirements **19**
6. Deliverables **20**

Attachment II: Certification Statement **22**

Attachment III: Sample Consulting Services Contract **23 - 30**

Appendix A – Maps **31 - 33**

1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) provides information to enable contractors to submit proposals for consideration by the Louisiana Department of Transportation and Development (DOTD) to solicit sponsors (advertisers) for the DOTD Motorist Assistance Patrol Program (MAP). The sponsor fees for utilizing the MAP program for advertising will be used by the DOTD to financially support the operation of the MAP vehicles.

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

1.2 Background

The DOTD MAP Program helps keep the urban Interstate System safe and efficient for the motoring public by removing and reducing traffic restrictions. The MAP vehicle drivers provide assistance to stranded motorists and responders to highway incidents, and support traffic control for highway incidents and construction zones.

The MAP program is operated in the Shreveport, Baton Rouge and New Orleans urban areas on the interstate and major highway system. MAP services are provided from 6:00AM to 10:00PM seven days a week. MAP may also support special events and major evacuations as needed.
The MAP program operates three MAP units in Shreveport, three MAP units in Baton Rouge and five MAP units in New Orleans. Each area has backup vehicles to support the operations. There are approximately 15 vehicles used in the program.

The MAP vehicles are operated for the DOTD by a private contractor. Vehicles are dispatched by the DOTD Traffic Management Centers (TMCs) in each urban area. The support of area emergency response agencies by MAP vehicles is coordinated by the TMCs.

Statistics for the 2011 Statewide MAP Program:
Baton Rouge
16,474 Services Provided
475,092 Miles Patrolled
3 MAP Vehicles Patrolling
New Orleans
25,295 Services Provided
786,088 Miles Patrolled
5 MAP Vehicles Patrolling
Shreveport
13,874 Services Provided
468,212 Miles Patrolled
3 MAP Vehicles Patrolling
A map of the roadways, roadway traffic volumes and each urban coverage area for the MAP Program is provided in Appendix A.
Appendix B provides a picture of the MAP Units.

1.3 Scope of Services

The scope of services and deliverables required by the Contractor are detailed in Attachment 1.

1.4 Performance Goals and Measures

The DOTD is interested in securing relationships with sponsors who will participate in sponsorship or in an integrated program of sponsorship and marketing utilizing the DOTD MAP program. The sponsorship program will be implemented and managed so as to preserve, promote and enhance the core mission of the DOTD MAP program.

The selected Contractor will solicit sponsors seeking to display logos/advertising on MAP vehicles. Logo size and precise location of the logo will be determined through the negotiation process upon selection. The DOTD will retain ownership of the Motorist Assistance Patrol brand which will remain an integral part of the final print design scheme (e.g. LADOTD Motorist Assistance Patrol sponsored by…).

Benefits of sponsorship include:

- "Official sponsor" designation
- Sponsor brand name/logo on up to 15 MAP vehicles
- Collaboration with DOTD on media coverage of DOTD MAP Program and sponsor's sponsorship
- Opportunity to provide MAP comment cards with sponsor logo.

The DOTD is seeking a sponsor agreement that will provide additional financial support for the operation of the MAP Program. This support should assist in the maintenance of the existing MAP Program and the expansion of the program if feasible.

1.5 Monitoring Plan

DOTD will be responsible for contractor oversight to assure that all items of work required in the contract and bid proposal documents are performed in accordance with applicable Louisiana statutes, DOTD regulations, policy, specifications, and standards. This oversight will include but not be limited to the following:

DOTD will respond in a timely manner to any correspondence or communications or requests for approval by the contractor.

DOTD will coordinate requests related to the sponsorship program from the MAP contractor with the Contractor.

DOTD will advise the contractor in a timely manner of any problems that arise or are anticipated.

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 Contract Term and Renewal

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 2012 and to end on November 30, 2015. At the sole discretion of the DOTD the contract may be renewed for up to 36 months. DOTD shall notify the Consultant one hundred eighty (180) days prior to 36 month renewal should the Department elect not to renew this Contract, unless factors outside DOTD's control would limit the 180 day period.

2.1.1 *Buy-out*

As the Contractor has committed expenditures in the initial year of the Program, in the event the contract is not extended beyond the initial three (3) year term or at the end of any subsequent extension period, and a new Consultant is selected by the Department, the new Consultant will acquire all sponsorship signs based upon the following formula:

B = (1 – P) x C
B = Buy-out cost
C = Documented cost of sponsorship signs
P = M/36 (percentage of Contract period)
M = Number of months Contract is in force

At the end of the initial Contract term or any subsequent renewal, should the Department decide to no longer contract for services related to the program, the Department will have no obligation to the Consultant for capital expenditure incurred.

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.
Contractor 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
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 Contractor Contract Services
http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage
as an Addendum to the RFP by the deadline shown in the Calendar 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

Standard Definitions:
Shall – The term "shall" denotes mandatory requirements
May – The term "may" denotes an advisory or permissible action.
Should – The term "should" denotes desirable.
Contractor – Any person having a contract with a governmental body.

Specific Definitions:
DOTD – Louisiana Department of Transportation and Development
Sponsor – Company paying a fee to place its logo/advertisement on DOTD property.
Logo – A single or multicolored symbolic design unique to a product, business or a service facility; a national, regional or local commercially recognized pictorial reference to a specific product, service or business used as a means of identification of a business's products, services or business.

2.5 Schedule of Events

Event	**Date**
Advertise RFP and mail public announcements	October 8, 2012
Deadline for receipt of Written inquiries	October 15, 2012
Issue responses to Written inquiries	October 19, 2012
Deadline for receipt of Proposals	November 5, 2012
Announce Award of Contractor Selection	November 15, 2012 (on or about)
Contract Execution	December 1, 2012 (on or about)

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, 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:

- Familiarity with all requirements of both Federal and State laws which apply to the MAP Sponsorship Program.
- Qualified personnel familiar with sponsorship type programs to assign to the MAP Sponsorship Program.
- Experience with public/private partnership projects.

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 Contractor Contract Services website:
http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage
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 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 shall 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 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 working days or if the selected proposer fails to sign the final contract within ten working 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.* Central Daylight Time 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.
Contractor 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. 30000545 and Project Name: Motorist Assistance Patrol Sponsorship Program** and shall be submitted **prior to 3:00 p.m. CST on Monday, November 5, 2012.**

The DOTD requests that **six** of 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 must precisely 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.

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

Each Proposer should address how the firm will meet the following:

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

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

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

Proposer Status and Reserved Points

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

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed http:/legis.la.gov/lss/lss.asp?doc=96265. The rules for the

Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at http://www.doa.louisiana.gov/osp/se/se.htm.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships 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 entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://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. If the Proposer is an individual detailed information about the experience and qualifications of the Individual should be provided.

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.

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

5.4 Approach and Methodology

Proposers 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 fee submittal shall include a bid of a yearly dollar fee amount to be paid to DOTD.

The fee submitted will include the Baton Rouge, New Orleans and Shreveport MAP areas.

Proposers should use the following as format for providing fee information.

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

REQUIRED FEE STATEMENT

Urban MAP Areas	Total Annual Fee
Baton Rouge, New Orleans, Shreveport	

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 state, 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

A preliminary screening of each proposal received will be completed to ensure that the minimum requirements are met. Only proposals received by the opening date and meeting minimum requirements will be considered.

The proposals will be reviewed by a committee appointed by the DOTD Secretary (Project Evaluation Team) and the most suitable proposal as determined by the committee shall be selected.

Respondents shall not contact members of the evaluation team.

Louisiana DOTD has the right to reject any and all proposals, or points of proposals , received in response to this RFP. All proposals will become the property of DOTD.

The evaluation will be conducted according to the following:

Each Proposal will be rated for categories one through three, with 0 being the lowest score and the highest possible score indicated for each category.

Category 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.

Category 5 will receive a score based on the annual fee submitted in Section 5.5 Cost Information. Points will be awarded as follows:

The submittal with the highest fee proposed will receive 40 points. The remaining submittals will receive points based on the following formula:

$$\text{Fee Score} = \frac{\text{Submitted Fee}}{\text{Highest Submitted Fee}} \times 40 = \text{Fee Score}$$

CATEGORY	Highest Possible Score
1. Completeness of proposal and respondent marketing, management and program development.	20
2. Program objectives and the administration plan.	20
3. Company as well as key personnel experience	10
4. Hudson Initiative	10
5. Fee to be remitted to the State.	40
Total:	**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 based on highest score.

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)

Please note:
If the proposer is a VHI small entrepreneurship, 10 of the reserve points will be added to their proposal score. If the proposing firm is not a VHI small entrepreneurship but subcontracts with a VHI, **for any amount of work**, then a proration of the 10 points will be added to their proposal score as outlined below. The Veteran or Hudson Initiative small entrepreneurship criteria do not designate a specific percentage of the total contract amount to be completed by a VHI subcontractor to receive reserve points.

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 Successful Proposer

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 Contractor 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.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

Upon 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 execution of the contract.

Upon 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.

7.2 Compensation

The Contractor will not be compensated by the DOTD for any costs or expenses associated with the performance of the contract. Compensation to the Contractor will be derived solely from fees paid by the program sponsor.

7.3 Payment to the State

The payment to the DOTD shall include a fee of a yearly dollar amount to be paid to DOTD. The yearly fee payment to the DOTD will be a lump sum paid within 60 days of the original anniversary commencement of the contract.

The fee payment should include a statement certifying that the amount of the fee payment represents the yearly sponsorship fee. The fee payment will include a summary of payments made to date.

Upon receipt of the fee payment the DOTD will provide a written acknowledgment of the receipt of the payment and verifying that the payment amount is correct per the terms of the contract.

The fee payment should be submitted to:

Attention: Business Manager, Section 56
Department of Transportation and Development
7686 Tom Drive, Suite A2
Baton Rouge, LA 70806-2318

All day-to-day business with the DOTD, unless otherwise indicated, shall be addressed to the DOTD Project Manager.

7.4 Contract Terms & Conditions

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

7.5 Indemnification

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.

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 is 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

This specification seeks proposals from qualified entities to operate the MAP Sponsorship Program under the administration of the DOTD. The program seeks to establish a sponsor for the MAP Program using sponsor fees to support the operation of the MAP Program.

The DOTD MAP Program does not currently utilize advertising sponsorships. There is no sponsorship logo on vehicles or highway signage indicating MAP operations in a highway area. MAP drivers wear a uniform provided by the current MAP contract provider. The MAP drivers do provide a comment card to motorists they stop to assist.

The continuation of this contract is contingent upon the continuation of the DOTD's authority to conduct the MAP Sponsorship Program. Discontinuation of the MAP Program for any reason will terminate the MAP Sponsorship Program.

2 Tasks and Services

The contractor shall seek proposals from qualified sponsors that meet DOTD requirements to place sponsor logos on DOTD MAP Program vehicles. The contractor shall seek a sponsor that provides the highest compensation to the DOTD for the right to place sponsor logos on the vehicles.

3 Functional Requirements

The contractor will sign agreements with the selected sponsor and administer the contract. The contractor will pay a yearly fee to the DOTD.

4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

5 Project Requirements

The contractor will be responsible for selling the display space on the MAP vehicles. The DOTD will grant the contractor exclusive rights, subject to the limitations discussed below to solicit businesses with the intent of sponsoring the MAP program.

The contractor will be responsible for coordinating the placement of sponsor display signage on MAP vehicles and maintaining the signage. This will include removal of the signage should the contract terminate or at the end of the prescribed contract time.

The sponsor's logos may be placed on the vehicles in such a way that the final design does not obscure safety lighting or marking of the vehicle. Logos may not be placed on the rear or front of the vehicles. The DOTD will have approval over the placement of logos. The contractor will supply, install, and maintain logos. Contractor shall be solely and exclusively responsible for the maintenance of the advertisement media and the contractor shall at all times keep the logos in like-new condition. In the event of a crash or any other reason where the logo is damaged, the repair or replacement of the logo will be undertaken by the contractor.

The logos shall be applied using a medium that can be removed at the termination or end of the contract without damaging the paint on the MAP vehicle. Any damage resulting from the removal of the logo will be the responsibility of the Contractor to repair.

The DOTD shall have the sole discretion to approve or disapprove content and reject any sponsor's logo/advertisement that it believes are not in the best interest of the DOTD or the State of Louisiana.

The Louisiana Administrative Code Chapter 8 "Advertising on Department of Transportation and Development Owned Assets", Section 805 "Guidelines for Content and Advertising" provides the following guidelines.

A. Only commercial advertising will be accepted. It should have content which promotes a commercial transaction.
B. No content promoting illegal activity or obscene, vulgar or offensive conduct shall be allowed.
C. No content that demeans or disparages individuals or groups shall be allowed.
D. No political advertising shall be allowed.
E. No advertising of adult oriented products shall be allowed. Exception: advertising of gambling facilities shall be allowed.
F. The advertising should not be so controversial that it can promote vandalism or advertising materials and associated departmental property.

Administration of the MAP Sponsorship Program shall include planning, organizing, directing, and controlling all activities in the Sponsorship Program to assure systematic orderly program progress. All activities are to be coordinated with the DOTD MAP Sponsorship Program Project Coordinator.

6 Deliverables

The contractor shall provide the DOTD Program Manager with a copy of the contractor agreement between the contractor and program sponsors.

At the end of each quarter (three month period) the contractor shall deliver by any method a written report to the Program Manager no later than the 15th day of the month following the reporting period.

The following items shall be included:

1. Gross income received from the sponsor for the quarter.
2. Status of program activities including:
   a) Placement of logos on vehicles
   b) Maintenance activities on logos on any DOTD property.
   c) Any program changes proposed for the next quarter.

The contractor shall submit an Annual Report to DOTD no later than sixty (60) days after the end of each contract year.

The Annual Report shall consist of the following:

1. Summary of monthly gross income, credits, and net income (adjustments and corrections noted and explained for all items).

2. Audited annual financial statements shall be submitted to the DOTD annually during the term of this contract with the submission of the annual report. These are financial statements of the generation of gross income and the related payments to the State. Audits shall be signed by a Louisiana licensed Certified Public Accountant.

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

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 www.epls.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

PURCHASE ORDER NO. xxxxxxxxxx
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://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.asp

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

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

80101500 For Consulting/Professional Services
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 SERVICS

1.1 CONCISE DESCRIPTION OF SERVICES

[Complete Scope of Services to be provided, OR attach Scope of Services as an Attachment A]

1.1.1 GOALS AND OBJECTIVES

[List Goals and Objectives of this contract]

1.1.2 PERFORMANCE MEASURES

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

[List Performance Measures which should be measurable and time bound]

1.1.3 MONITORING PLAN

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

[Provide Monitoring Plan]

1.1.4 DELIVERALBES

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

[May also include list and description of the project deliverables or expected outcomes including any required timetables]

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS

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

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

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's key personnel assigned to this Contract may 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 [Date] and shall terminate on [Date], unless modified by a fully executed supplemental agreement. At the sole discretion of the DOTD the contract may be renewed for up to 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 AND PAYMENT TERMS

3.1 COMPENSATION

The Contractor will not be compensated by the DOTD for any costs or expenses associated with the performance of the contract. Compensation to the Contractor will be derived solely from fees paid by the program sponsor.

3.2 PAYMENT TERMS

The payment to the DOTD shall include a fee of a yearly dollar amount to be paid to DOTD. The yearly fee payment to the DOTD will be a lump sum paid within 60 days of the original anniversary commencement of the contract.

The fee payment should include a statement certifying that the amount of the fee payment represents the yearly sponsorship fee. The fee payment will include a summary of payments made to date.

Upon receipt of the fee payment the DOTD will provide a written acknowledgment of the receipt of the payment and verifying that the payment amount is correct per the terms of the contract.

The fee payment should be submitted to:

Attention: Business Manager, Section 56
Department of Transportation and Development
7686 Tom Drive, Suite A2
Baton Rouge, LA 70806-2318

All day-to-day business with the DOTD, unless otherwise indicated, shall be addressed to the DOTD Project Manager.

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.

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 five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

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

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the 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: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

16 INSURANCE

Licensed and Non-Licensed Motor Vehicles: The Contractor will maintain during the life of the contract Automobile Liability Insurance as required by the State of Louisiana.

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 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

_____ BY: _____

Witness for First Party

_____ _____

Witness for First Party Typed or Printed Name

_____

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

_____ BY: _____

Witness for Second Party Secretary

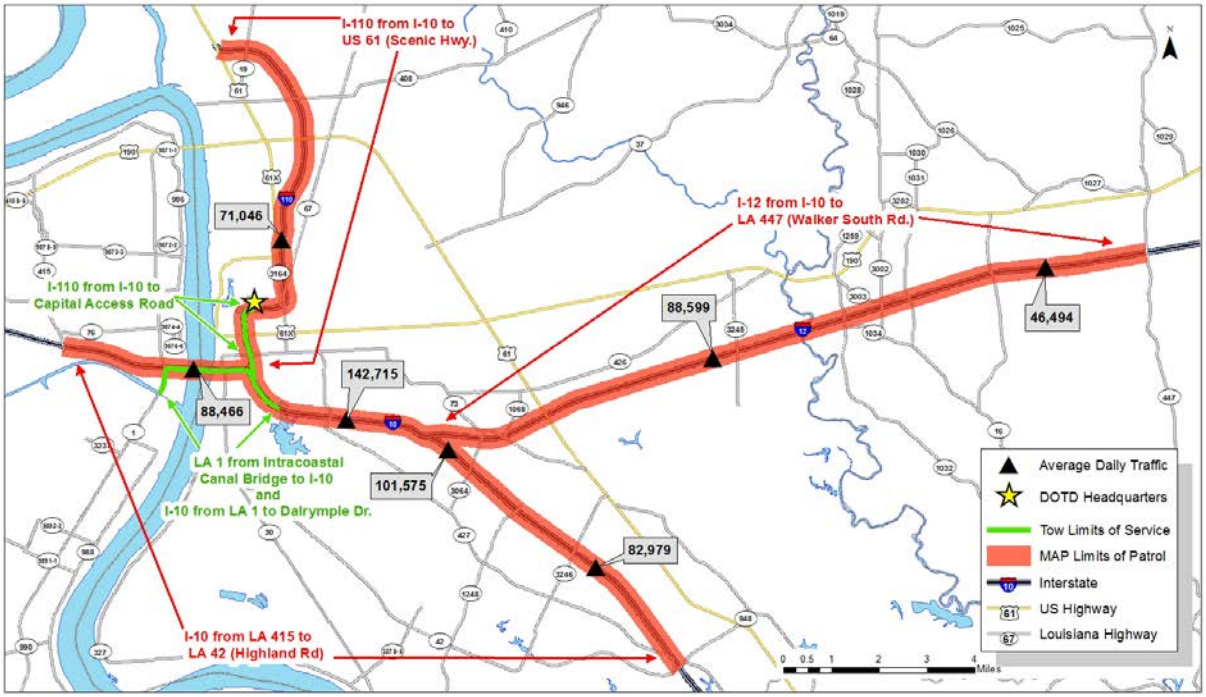
RECOMMENDED FOR APPROVAL:

_____ BY: _____

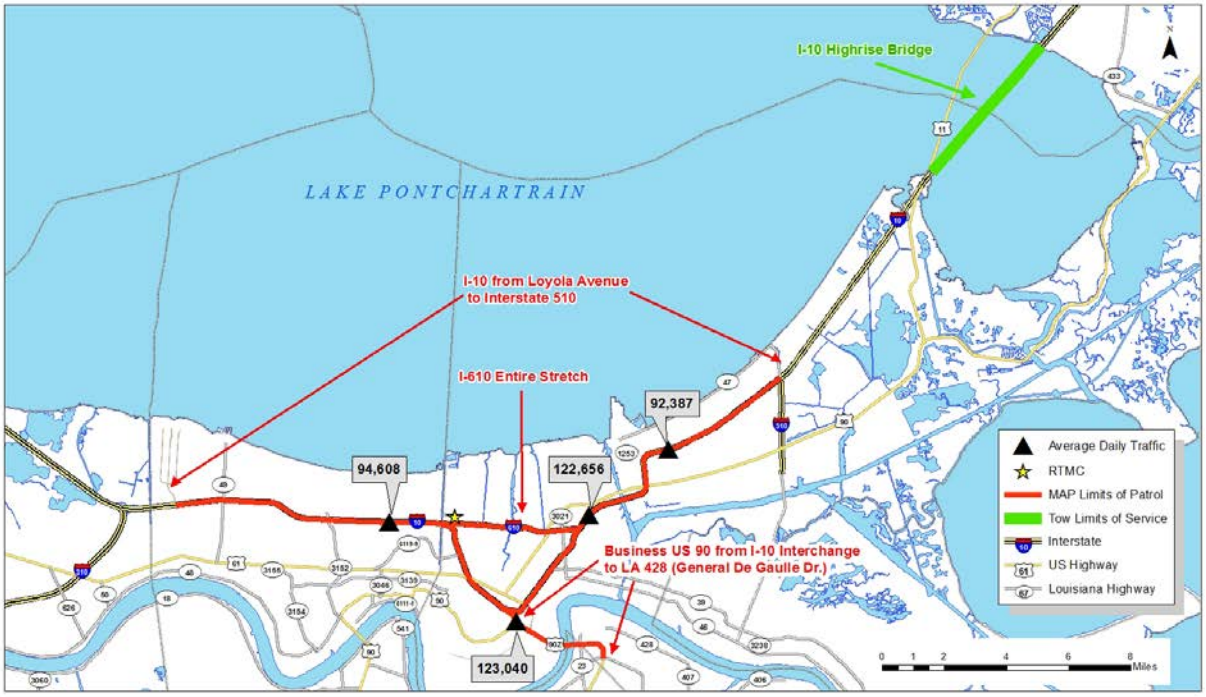
Witness for Second Party Division Head

Appendix "A"

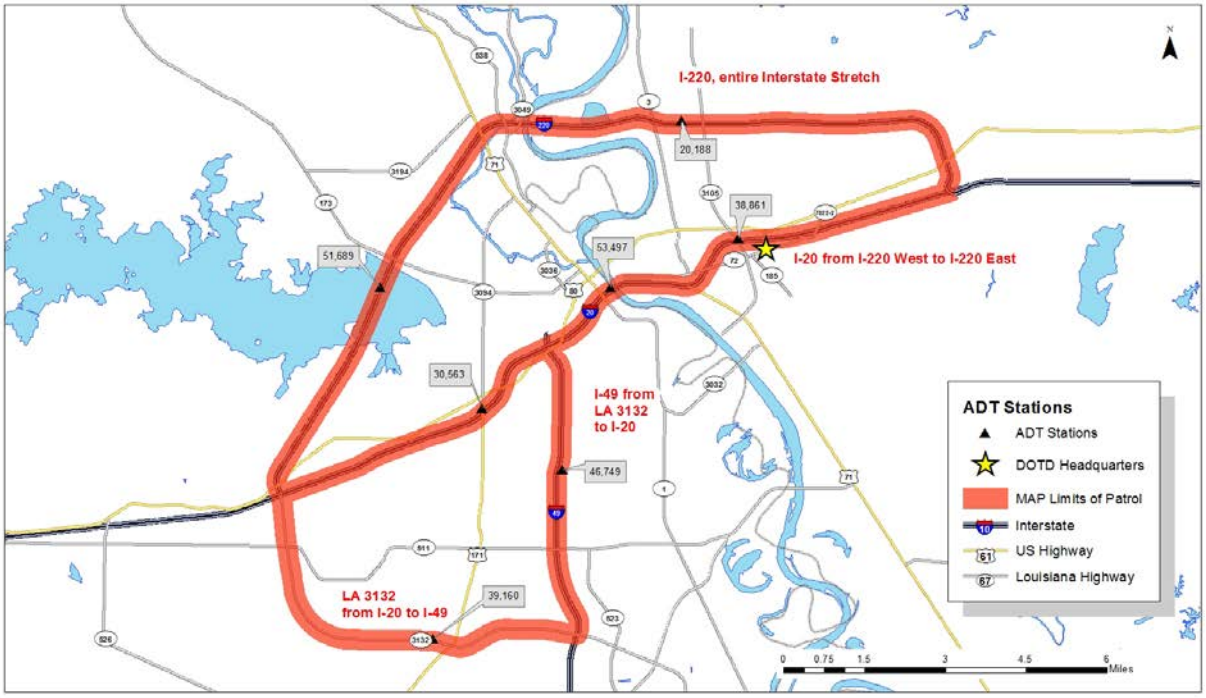
M.A.P. BATON ROUGE AREA OF PATROL



M.A.P. NEW ORLEANS AREA OF PATROL



M.A.P. SHREVEPORT AREA OF PATROL



Appendix "B"

BR 002
DOTD
MOTORIST
ASSISTANCE
PATROL

BR002
DOTD
MOTORIST
ASSISTANCE
PATROL
READING
B814591
CAUTION
Frequent Stops