STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000000275

Retainer Contract for Debris Removal
And Disposal Monitoring Resources
District 02

April 15, 2011

Proposal Submission Deadline:
May 16, 2011 by 3:00 p.m. CST

TABLE OF CONTENTS

SECTION TITLE	PAGE
1.0 General Information	
1.1 Purpose/Background	*4*
1.2 Scope of Services	*4*
1.3 Definitions	*4*
1.4 Performance Goals and Measures	*5*
1.5 Contract Monitoring Plan	*5*
1.6 Project Manager	*5*
2.0 Administrative Information	
2.1 Expected Time Period for Contract	*6*
2.2 RFP Coordinator	*6*
2.3 Proposer Inquiries	*6*
2.4 Calendar of Events	*6*
3.0 Proposal Information	
3.1 Proposal Response Location	*7*
3.2 Determination of Responsibility	*7*
3.2.1 Right to Prohibit Award	*7*
3.3 Minimum Qualifications of Proposer	*8*
3.4 Revisions to the RFP	*8*
3.5 Waiver of Administrative Informalities	*8*
3.6 Proposal Rejection	*8*
3.7 Withdrawal of Proposal	*8*
3.8 Subcontracting Information	*8*
3.9 Ownership of Proposal	*9*
3.10 Proprietary Information	*9*
3.11 Cost of Preparing Proposals	*9*
3.12 Errors and Omissions in Proposal	*9*
3.13 Contract Award and Execution	*9*
3.14 Code of Ethics	*9*
4.0 Response Instructions	
4.1 Proposal Submission	*10*
4.2 Cover Letter	*10*
4.3 Proposal Format	*10*
4.4 Price Proposal	*10*
4.5 Certification Statement	*10*
5.0 Evaluation and Selection	
5.1 Evaluation Team	*11*
5.2 Administrative and Mandatory Screening	*11*
5.3 Clarification of Proposals	*11*
5.4 Evaluation and Review	*11*
5.5 Announcement of Successful Proposer	*12*

6.0 Consultant Requirements
6.1 Corporation Requirements *12*
6.2 Compensation *12*
6.3 Billing and Payment *12*
6.4 Errors and Omissions *13*
6.5 Contract Terms and Conditions *14*
6.6 Indemnification *14*
6.7 Confidentiality *15*

Attachment I - Proposal Format
1. **Executive Summary** **16**
2. **Corporate Background and Experience** **16**
3. **Proposed Project Staff** **16**
4. **Approach and Methodology** **17**
5. **Cost Information** **17**
6. **Administrative Information** **18**

Attachment II – Price Proposal **19**

Attachment III – Certification Statement **20**

Attachment IV - Experience and Training **22**

Attachment V - Minimum Classification Requirements **23**

Attachment VI - Specified Services **25**

Attachment VII – Sample Haul Ticket **26**

Attachment VIII – Sample Contract **27-37**

1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested in assisting DOTD with the necessary staffing and equipment resources necessary to supplement DOTD resources in the monitoring of district-wide debris removal and disposal contracts as a result of nature or man-made disaster(s)/event(s). One Prime-Consultant (Consultant) shall be selected for the DOTD district governed by this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

1.1 Purpose/Background

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

1.2 Scope of Services

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

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

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

The Selected Consultant shall furnish qualified and trained personnel and equipment as specified in detail in Attachment IV in order to accomplish the specified services in Attachment VI.

1.3 Definitions

A. Mandatory Requirements – The terms "shall", "will", and "must" denote mandatory requirements.

B. Permissible Action – The terms "should" 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. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.

E. Accurate and Complete – For the purposes of this RFP, the term Accurate and Complete shall refer to the entering of information on haul tickets provided by the Debris Removal Contractor. All fields of the haul tickets shall be completed with the correct information in order to be considered as accurate and complete. See sample haul ticket Attachment VII.

1.4 Performance Goals and Measures

Goals and Objectives:

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

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

Performance Measures:

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the consultant's performance against the criteria contained in Attachment VI and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 1.3 (Definitions).

1.5 Contract Monitoring Plan

Monitoring Plan:

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

1.6 Project Manager

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

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2011**, and continue through **June 30, 2014**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

DOTD reserves the right to cancel Contract for causes detailed in Attachment VIII (Sample Contract).

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Ms. Debra L. Guest, 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
debbie.guest@la.gov

This RFP is available in electronic form at
http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage and
http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp, or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 Calendar of Events

Event	**Date**
Advertise RFP and mail public announcements	April 15, 2011
Deadline for receipt of Written inquiries	April 21, 2011

Issue responses to Written inquiries	April 28, 2011
Deadline for receipt of Proposals	May 16, 2011
Oral Interview/Presentation	May 23, 2011 (on or about)
Announce Award of "Successful proposer"	June 6,, 2011 (on or about)
Contract Execution	July 1, 2011 (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 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

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 Minimum Qualifications of Proposer

The proposers shall have at the time of proposal submittal a minimum of:

- The proposal must demonstrate that the proposer has adequate staff which possesses the minimum training courses as shown in Attachment IV to provide monitoring services for debris removal.

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

3.4 Revisions to the RFP

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

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection

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.

3.7 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.

3.8 Subcontracting Information

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, proposers may enter into Sub-Consultant arrangements, however the Prime-Consultant shall acknowledge in their proposal total responsibility for the entire contract.

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

Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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 which is basically the same as the sample contract included in Attachment VIII. 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 their proposal any exceptions or exact contract deviations that their 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.

3.14 Code of Ethics

Proposers are responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) and **six** copies of the proposal shall be submitted to DOTD. 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.

The proposal should be identified with **RFP Solicitation No. 3000000275 and Project Name: Retainer Contract for Debris Removal and Disposal Monitoring Resources, District 02** and shall be submitted **prior to 3:00 p.m. CST on Monday, May 16, 2011** by hand delivery or mail addressed to:

Ms. Debra L. Guest, 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

The proposal must be signed by 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.

It is 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 are not received timely, shall not be considered.

4.2 Cover Letter

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

4.3 Proposal Format

The proposer should submit a proposal as specified in Attachment I which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 Price Proposal

The proposer shall submit a Price Proposal (Attachment II) to perform the services shown in the scope of services.

4.5 Certification Statement

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

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals shall be accomplished by a DOTD Project Evaluation Team, which shall determine the proposal most responsive and advantageous to DOTD.

5.2 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.

5.3 Clarification of Proposals

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

5.4 Evaluation and Review

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

The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

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

CATEGORY	HIGHEST POSSIBLE SCORE
1) Experience on similar projects	25
2) Personnel experience as related to the project	25
3) Proposer's understanding of the project (approach and methodology)	10
4) Price	25
5) Proposers Oral interview	15
Total	**100**

All Proposers will be evaluated as indicated for Items 1-4. The proposer's ratings in each category will be compiled to arrive at the TIER I Proposer score.

The Proposers from TIER I who are reasonably susceptible of receiving an award will be **notified by email** with a time and date for Presentation/Oral Interview (Item 5) tentatively scheduled on or about **May 23, 2011** at DOTD Headquarters. **Proposers must include their email address in their proposal.** During the presentations, each Proposer will be given forty (40) minutes for the Presentation/Oral Interview and an additional 20 minutes to answer any questions.

The Proposer's Presentation/Oral Interview (Item 5) will be scored, and the score will be added to the proposer's TIER I score to determine a total point score.

The Project Evaluation Team will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Successful Proposer

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 CONSULTANT REQUIREMENTS

6.1 Corporation Requirements

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

6.2 Compensation

Compensation to the Consultant for the services rendered for this project shall be made at billable rates and other detail costs specified in the Consultant's proposal, payable in installments as specified in Sub-Section 6.3, Billing and Payment.

6.3 Billing and Payment

Payments to the Consultant for services rendered for this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the actual time worked, not to include time spent on lunch or other breaks. These shall be reimbursed at the approved billable rate for that classification established from the Consultant's Proposal, unless payment adjustments are required as set forth below. These rates shall be used for the duration of the Contract. The invoice shall reflect a fifteen percent deduction on the total sum as an amount to be retained by the DOTD until satisfactory completion of the work required or upon written authorization of the DOTD's Consultant Contract Services Administrator for the release of the retainage. Upon completion of the work, a statistical sampling and analysis of the electronic haul tickets will be performed by DOTD, and payment adjustments due to failure to submit accurate and complete haul tickets will be made in accordance with the following schedule:

% Accurate and Complete	% Payment
Greater than or equal to 98 %	100 %
97.9 % - 95 %	96 %
94.9 % - 92 %	92 %

91.9 % - 90 %	88 %
Less than 90 %	85 %

If no payment adjustments are required, 100% retainage will be released.

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

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

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

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

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

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

6.4 Errors and Omissions

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

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

6.5 Contract Terms & Conditions

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

6.6 Indemnification

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD 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 Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (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 Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; 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 Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant 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, Consultant'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 Consultant 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 Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, 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.

6.7 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant 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 Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant'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 Consultant 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 Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I
PROPOSAL FORMAT

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 shall be supplied. The Proposer should address the specific language in Attachment IV 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.

2. Corporate Background and Experience

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

In this section the proposer should provide:

a. An *organizational chart* displaying overall organizational structure.

b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals shall specify the extent of responsibility of key proposed project staff on these prior projects

c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.

d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.

e. A *Statement that the firm is* capable of providing the needed services over the thirty six (36) month project period.

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

3. Proposed Project Staff

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

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

Note: If substitutions for training requirements are offered for any key personnel, the proposer shall:

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

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

4. Approach and Methodology

Proposers should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Proposer should define its functional approach in providing the services.
- Proposers should define their functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed.

5. Cost Information

A. The proposer shall provide a billable rate (which includes, but not limited to straight time labor, overtime labor, per diem, general overhead, equipment, field overhead, any payroll additive expenses and profit) for all classifications proposed to perform the services described in Section 1.2. Mileage expenses do not have to be included in the billable hourly rates of the classification. **DOTD will not reimburse Consultant employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Consultants employee/employer relationship contract.**

B. Any mileage expense will be in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49). **Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Travel reimbursement shall be limited to 50 miles per staff member per day.**

C. The proposer shall also provide a **total** cost summary for the all of the services described in Section 1.2 Total Cost Summary must include a Grand Total for billable rates per classification. **The Grand total Cost will be the cost used for evaluation purposes described in 5.4.**

D. The Proposer shall use Attachment II as an example for submitting pricing information.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT II - PRICE PROPOSAL

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

Classification	Billable Hourly Rates	Multiply times	Extended total
Contract Monitor/ Roadway		**74%**	
Contract Monitor/ Disposal Site		**13%**	
Contract Monitor Supervisor/Coordinator		**9%**	
Contract Monitor Office Support		**3%**	
Contract Monitor Project Manager		**1%**	
Grand Total			

NOTE: Total Cost Summary must include a **Grand Total** for billable rates per classification. **The Grand total Cost will be the cost used for evaluation purposes described in 5.4.**

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

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at: http://www.state.la.us/osp/travel/travelOffice.htm.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____ Date: _____

ATTACHMENT III
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. Identify the Contact name and fill in the information below: (Print Clearly):
Date: _____ Official Contact Name: _____

A. E-mail Address: _____

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

C. US Mail Address: _____

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 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 .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____ / _____
SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT IV
Experience and Training

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

Note: If substitutions for training requirements are offered for any key personnel, the proposer shall:

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

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

DOTD Mathematics for Construction Personnel Volume 1
ATSSA Flagger Course
Work Zone Safety and Awareness
Introduction to Hazardous Materials

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

DOTD Mathematics for Construction Personnel Volume 1 and 2
ATSSA Flagger Course
Work Zone Safety and Awareness
Introduction to Hazardous Materials
DOTD Construction Contract Administration

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

DOTD Mathematics for Construction Personnel Volume 1 and 2
ATSSA Work Zone Supervisor Certification
Work Zone Safety and Awareness
Introduction to Hazardous Materials
Introduction to Site Manager™
DOTD Construction Contract Administration
FHWA ER Program Training
FEMA Operations Training
GOHSEP Program Training
EMI Debris Management Course
First Aid
CPR

The **Contract Monitor – Office Support** shall possess the following Minimum Training Courses:

Introduction to Site Manager™
DOTD Mathematics for Construction Personnel Volume 1 and 2
DOTD Construction Contract Administration
Introduction to Outlook
Introduction to Microsoft Excel
Intermediate Microsoft Excel
Advanced Microsoft Excel

* - The minimum training requirements for **Contract Monitor – Roadway and Contract Monitor – Disposal Site** may be substituted by one of the following:

- Formal training developed and/or provided by the Consultant. The formal training program shall be submitted to the Project Manager/Project Engineer in writing for review and approval within 15 days of execution of Contract.
- On an individual basis, the Consultant may submit to the Project Manager/Project Engineer a detailed, certified work and training history including reference information indicating sufficient work experience and training. The Project Manager/Project Engineer will review and approve contract monitor based on the verifiable information provided.

All Contract Project Managers provided by the Consultant shall possess knowledge of the following DOTD documents and procedures:

Debris Management Plan
Debris Management Standard Operations Procedures
Retainer Debris Removal and Disposal Contract(s)
Contract Administration Manual
Maps with FA/NFA/Control Section Information
Maintenance Traffic Control Manual
FEMA Debris Management Guide
La DOTD Debris Management Plan

All *Contract personnel provided by the Consultant* shall possess knowledge of the following:

Manual on Uniform Traffic Control Devices
FHWA ER Manual and Guidelines
FEMA Public Assistance Manual and Guidelines
GOHSEP "Red Book"
FEMA "Green Book"
LDEQ Debris Management Plan

The Project Manager/Project Engineer reserves the right to reject any person(s) who do not possess the minimum skills, knowledge, and ability to perform the work to his/her satisfaction.

The Project Manager/Project Engineer reserves the right to dismiss any person(s) for disorderly conduct, failure to follow directions, or for unsatisfactory work.

ATTACHMENT V
Minimum Classification Requirements

NOTE:

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

Classification	Maximum Number to be Provided	Minimum Number of Years of Construction Contract Inspection, Monitoring, or Administration Experience	Required DOTD Certification(s)
Contract Monitor - Roadway	District 02- 55	2	None
Contract Monitor – Disposal Site	District 02 - 10	5	None
Contract Monitor – Supervisor/Coordinator	District 02 – 7	10	None
Contract Monitor – Office Support	District 02 – 2	5	None
Contract Monitor Project Manager	District 02 – 1	5	None

ATTACHMENT VI
Specified Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Consultant shall provide daily reports from each monitor.

The Consultant shall provide a daily Summary Report.

Attachment VII

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEBRIS REMOVAL LOAD TICKET NUMBER: _____

CONTRACT	INFORMATION
Project Name:	Hauling Contractor:

TRUCKING	INFORMATION
Truck No.:	Certified Capacity: CY
Subcontractor:	Driver:

LOADING	INFORMATION
Date:	Time:
Control Section:	Parish:
District/Zone:	First Pass Federal Aid Road: ☐
Load Location/Address:	
GPS: Lat.	Long.

Load Monitor Signature: _____

Print Name and Badge Number: _____

DEBRIS	INFORMATION
☐ Vegetative	☐ White Goods / Hazardous Debris
☐ C & D / Non-Burnable	☐ Stump Diameter _____
☐ Mixed (Woody & C & D)	☐ Earthen

DISPOSAL	INFORMATION
Time:	Dumpsite:
Load Est. (%) x Max. Capacity = Cubic Yards	

Site Monitor Signature: _____

Print Name and Badge Number: _____

Comments

White: Client Green: SRJ Yellow: Contractor Pink: Hauler Gold: Client

ATTACHMENT VIII
SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PURCHASE ORDER NO. xxxxxxxxxxxx
RETAINER CONTRACT FOR DEBRIS REMOVAL
AND DISPOSAL MONITORING RESOURCES
DISTRICT 02

*****Prior to the execution of any Contract, Consultant must be registered as a Vendor at: http://www.doa.louisiana.gov/osp/vendorcenter/vendorregn.htm?OpenPage**

On this _____day of _____ , 2011, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as "Consultant", do hereby enter into a Contract under the following terms and conditions.

SCOPE OF SERVICES

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

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

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

The Selected Consultant shall furnish qualified and trained personnel and equipment as specified in detail in Attachment IV in order to accomplish the specified services in Attachment VI.

GOALS AND OBJECTIVES

DOTD has many challenges related to Debris Removal and Disposal Monitoring. These challenges also afford DOTD with many opportunities to improve our services to the public through the utilization of improved practices by our selected consultants. These improved practices shall include accurate completion of all required documentation which will result in

increasing the retainage of Federal reimbursements. Another objective is to eliminate waste by decreasing the amount of unnecessary work by DOTD employees required to correct inaccurate documentation.

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

PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the consultant's performance against the criteria contained in Attachment VI of the RFP and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 1.3 (Definitions) of the RFP.

MONITORING PLAN

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

SUBSTITUTION OF KEY PERSONNEL

The Consultant'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 Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant's control, excluding assignment to a project outside of the Contract, the Consultant 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.

TERM OF CONTRACT

This Contract shall begin on _____, **20xx** and shall terminate on _____, **20xx**, unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

DOTD FURNISHED RESOURCES

Mr. /Ms. XX XX will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant's responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

TAXES

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

COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Consultant compensation based on the following billable rates for the actual work performed. All mileage will be paid in accordance with the State Travel Regulations in effect at the time of work. Actual amount to be determined by each individual Task Order and established with amendment(s) to this document.

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

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

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: http://www.state.la.us/osp/travel/travelOffice.htm.

PAYMENT TERMS

Payments to the Consultant for services rendered for this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the actual time worked, not to include time spent on lunch or other breaks. These shall be reimbursed at the approved billable rate for that classification established from the Consultant's Proposal, unless payment adjustments are required as set forth below. These rates shall be used for the duration of the Contract. The invoice shall reflect a fifteen percent deduction on the total sum as an amount to be retained by the DOTD until satisfactory completion of the work required or upon written authorization of the DOTD's Consultant Contract Services Administrator for the release of the retainage. Upon completion of the work, a statistical sampling and analysis of the electronic haul tickets will be performed by DOTD, and payment adjustments due to failure to

submit accurate and complete haul tickets will be made in accordance with the following schedule:

% Accurate and Complete	% Payment
Greater than or equal to 98 %	100 %
97.9 % - 95 %	96 %
94.9 % - 92 %	92 %
91.9 % - 90 %	88 %
Less than 90 %	85 %

If no payment adjustments are required, 100% retainage will be released.

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

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

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

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

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

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

ERRORS AND OMISSIONS

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

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

TERMINATION FOR CAUSE

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant 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 Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant 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 Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

TERMINATION FOR CONVENIENCE

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

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.

INDEMNIFICATION & LIMITATION OF LIABILITY

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD 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 Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (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 Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; 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 Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant 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, Consultant'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 Consultant 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 Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, 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.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

FUND USE

Consultant 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.

OWNERSHIP

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

NON-ASSIGNABILITY

No Consultant 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 Consultant 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.

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.

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.

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 Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant 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 Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant'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 Consultant 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 Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties.

COST RECORDS

The Consultant and its sub-consultants 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 Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant 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.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds 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 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 are not appropriated.

SUB-CONSULTANTS

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the

Consultant to the DOTD for any breach in the performance of the Consultant's duties.

DISCRIMINATION CLAUSE

The Consultant 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 Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

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.

Consultant's Insurance: The Consultant 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 Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant 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 Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. 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 Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or

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

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, 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 Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

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

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.

CODE OF ETHICS

The Consultant 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 Consultant 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.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

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.

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.