

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR

Management Services for Disaster Cost Recovery Statewide

RFP Solicitation No. 3000001450
Statewide

October 29, 2012

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

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1.0 GENERAL INFORMATION

1.1 Purpose/Background

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified Contractors for the purpose of issuing a contract for assistance with DOTD's Disaster Cost Recovery Program working with the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) and the Federal Highway Administration (FHWA) Emergency Relief Program. The contract awarded shall be based upon the proposal most advantageous to DOTD, price and other factors considered, and it shall be subject to the availability of funds.

DOTD is tasked with responsibilities as the lead agency for Emergency Support Function (ESF) 1: Transportation, Emergency Support Function (ESF) 3: Public Works and Engineering; and a support agency for 11 additional ESF's as identified in the State of Louisiana Emergency Operations Plan.

ESF 1 is responsible for coordinating/providing emergency transportation of people, pets, supplies and personnel. ESF 3 responsibilities include, but are not limited to, the coordination of contra-flow, debris removal and disposal, and damage assessment and repair of the state's transportation infrastructure.

Disaster cost recovery is a complex and lengthy process that for large disasters may take years to complete. The cost for response to a disaster is overwhelming and presents a financial hardship on DOTD and the state. DOTD's participation in the FEMA Public Assistance and the FHWA Emergency Relief programs following disasters are of paramount importance to ensure the speedy recovery of all eligible costs after a disaster. In 2005, Hurricanes Katrina and Rita devastated the State of Louisiana and were followed by Hurricanes Gustav and Ike in 2008. In 2005, DOTD hired a Contractor to manage the cost recovery process for DOTD. At this time, DOTD remains in the ongoing cost recovery process for the 2005 and 2008 Hurricanes, 2012 Hurricane Isaac, and all other disasters that have occurred up to this present time.

1.2 Scope of Services

DOTD is seeking to establish a contract to provide on-site assistance and support to the DOTD's Emergency Operations Director and Cost Recovery/Mitigation Funds Manager with personnel to augment current DOTD Cost Recovery staffing, to work with the FEMA Public Assistance (PA) and the FHWA Emergency Relief (ER) programs for current open disasters, to include but not be limited to:

- Provide assistance with Disaster Cost Recovery for DOTD through FEMA's Public Assistance program.
- Provide assistance with Disaster Cost Recovery for DOTD through FHWA's Emergency Relief program and the FHWA Urban System Relief Program.
- Prepare and track all reimbursements related documentation for submission to FEMA for PA funding.

- Prepare and track all reimbursement related documentation for submission to FHWA for ER funding.
- Respond to Requests for Information (RFI) from FEMA on submissions.
- Respond to Requests for Information (RFI) from FHWA on submissions.
- Prepare all requests for project closeouts and audits.
- Prepare briefings and reports as required.
- Attend meetings as requested.

1.3 Performance Goals and Measures

Goal: To identify, validate and obtain reimbursement for all eligible cost associated with DOTD response to disasters. The Contractor shall provide services listed in Objectives 1-3.

Objective 1: Shall provide assistance with Disaster Cost Recovery for DOTD through FEMA’s Public Assistance (PA) program. All work must be in accordance with DOTD policies and procedures and FEMA/GOHSEP guidelines for PA. Activities shall include but shall not be limited to document control, budgeting, estimating and scheduling.

- Assist with the development of Project Worksheets (PW’s) and versions as required with DOTD and the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP).
- Work with the DOTD districts, sections and other state agencies to obtain all costs and necessary backup documentation to develop, revise and submit PW’s to GOHSEP and FEMA to be approved, funding obligated and reimbursed.
- Work with GOHSEP to provide additional information needed to process DOTD’s submissions and resolve any issues or questions that relate to PW’s.
- Prepare and submit Reimbursement Requests to GOHSEP with all necessary documentation for PW’s as work is completed.
- Request final close out of all PW’s and assist FEMA and GOHSEP with the close out process.
- Provide audit support and respond to Requests for Information (RFI)
- Prepare management reports and briefings.
- Track and maintain current and detailed information and files on the status of all PW’s through completion.
- Provide other duties that may be needed to aid in the FEMA cost recovery process.

Performance Measures

- The Contractor will provide a monthly written report to the DOTD Project Manager on DOTD’s status with the FEMA Public Assistance program. The status report shall include, but shall not be limited to:
 - Project Worksheet (PW) development and revisions
 - PW submissions and approvals
 - Issues with PW submissions and resolutions
 - Issues requiring assistance

- Amounts awarded to DOTD per PW
- Requests For Reimbursement submitted
- Estimated and actual costs
- Reimbursements received by DOTD
- PW closeouts
- The Contractor will prepare comprehensive briefings as requested.
- The Contractor will provide DOTD staff with the methods and processes used to track the status of the DIR's and ER programs.

Objective 2: Shall provide assistance with Cost Recovery for DOTD through FHWA's Emergency Relief program and the FHWA Urban System Program. All work must be in accordance with DOTD policies and procedures and FHWA guidelines for ER. Activities shall include but shall not be limited to document control, budgeting, estimating and scheduling.

- Coordinate with DOTD Cost Recovery Manager, DOTD Damage Assessment Team Coordinator, and ESF 3 Coordinator to obtain all FHWA Damage Inspection Report information.
- Assist in preparing Program of Projects - DIR package for submission to FHWA for funding - DIR's, State Project Numbers and Letters of Authorization.
- Provide assistance with the Urban System FHWA Relief program. This shall include education and outreach activities.
- Track and maintain current and detailed information and files on the status of all DIR's through completion.
- Provide other duties that may be needed to aid in the FHWA cost recovery process.

Performance Measures

- The Contractor will provide a written report to the DOTD Project Manager on DOTD's status with FHWA's Emergency Relief program and the Urban System program. The status report shall include, but shall not be limited to:
 - List of Damage Inspection Report (DIR) development and revisions
 - DIR's process (tracking through completion)
 - Issues with DIR's and resolutions
 - Issues requiring assistance
 - Authorization of DIR's
 - Estimated and actual costs
 - Reimbursements received by DOTD
- The Contractor will provide comprehensive briefings as requested.
- The Contractor will provide DOTD staff with the methods and processes used to track the status of the DIR's and ER programs.

Objective 3: Quality Assurance and Quality Control

- The Contractor will respond to all Requests for Information (RFI) within 2 business days.

- The Contractor will provide to the Project Manager a weekly report of activities, accomplishments and resources utilization.

1.4 Monitoring Plan

The DOTD Project Manager shall monitor the performance of the contract as follows:

- Review contractor monthly invoices
- Meet on an established schedule determined by the DOTD Cost Recovery/Mitigation Funds Manager to review monthly progress reports.
- Review weekly reports.

1.5 Project Manager

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

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on **December 15, 2012** through **December 14, 2013**. DOTD has the right to renew the contract at the same terms and conditions for two additional twelve-month periods with the concurrence of the Contractor and all appropriate approvals. In no event shall the contract term exceed 36 months.

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

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 RFP Coordinator

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

Mr. Alan Dale P.E
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, LA 70804-9245
Telephone: (225) 379-1889
Fax: 225-379-1857
contractservices@la.gov

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

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

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

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

2.5 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	October 29, 2012
Deadline for receipt of Written inquiries	November 7, 2012
Issue responses to Written inquiries	November 13, 2012
Deadline for receipt of Proposals	Monday, December 3, 2012
Announce Award of Contractor Selection	December 7, 2012 (on or about)
Contract Execution	December 15, 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 *Desired Qualifications of Proposer*

It is highly desirable that the Proposer should at a minimum possess the following qualifications at the time of proposal submittal:

- Comprehensive knowledge of Federal and State emergency/disaster programs, rules and regulations.
- Comprehensive knowledge of the following programs and their established guidelines and requirements.
 - FEMA Public Assistance Program
 - FHWA Emergency Relief Program
 - FHWA Urban System Program
- Demonstrated experience in FEMA Public Assistance and FHWA Emergency Relief programs.
- Professional and experienced staff available to provide support to DOTD on demand as needed to assist in the management and administration of the FEMA and FHWA programs.

3.1.1 *Minimum Qualifications of Proposer*

The proposer shall have on its staff, prior to the deadline for receipts of proposals, a minimum of one of each of the following staff classifications with the following mandatory education and experience:

- One Project Manager/Business Manager
 - Must possess an Engineering or Accounting/Auditing Degree
 - Must have a minimum of 5 years as a Project Manager/Business Manager
- Coordinator(s) – FEMA Public Assistance program
 - Must have a minimum of 4 years work experience in FEMA PA
- Specialist(s) – FEMA Public Assistance program
 - Must have a minimum of 2 years work experience in FEMA PA
- Coordinator(s) – FHWA Emergency Relief programs
 - Must have a minimum of 4 years work experience in FHWA ER
- Specialist(s) – FHWA Emergency Relief programs
 - Must have a minimum of 2 years work experience in FHWA ER
- Accounting Specialist(s)
 - Must have a minimum of 3 years work experience in an accounting field
- Technical Support personnel
- Documentation Specialist
 - Must have a minimum of 2 years work experience in document control and maintenance
- Clerical Support personnel
 - Must have a minimum of 2 years work experience in a clerical position.

All personnel must have a working knowledge of Microsoft Word, Adobe and Excel computer programs.

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 satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should insure that their proposals contain sufficient information for 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 provision 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 this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 *RFP Addenda*

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

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

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage>

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

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

3.4 *Waiver of Administrative Informalities*

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor 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 shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the 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.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379 1989
Fax: (225) 379-1857

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

The proposal should be identified with **RFP Solicitation No. 3000001450** and Project Name: **Management Services for Disaster Cost Recovery Statewide** and shall be submitted prior to **3:00 p.m. CST on Monday, December 3, 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 should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

4.2 Proposal Format

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

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

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

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

5.1 *Executive Summary*

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

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

5.2 *Corporate Background and Experience*

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

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

Proposer should provide clear evidence of its ability to meet or exceed the desirable qualifications described in Section 3.1.

5.2.1 *Veteran/Hudson Small Entrepreneurship Program Participation*

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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. The Proposer

MUST have, on staff, prior to deadline for receipt of proposals, at least one of each of the staff classifications listed in Section 3.1.1. The Proposer MUST provide evidence in its proposal of its ability to meet or exceed the mandatory staff requirements in Section 3.1.1. Failure to provide this evidence shall cause the proposal to be disqualified.

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

If a sub-Contractor will be used to provide additional personnel, 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 proposer shall provide a firm, fixed hourly billable rate for each of the staff classifications listed below. The hourly rate shall include labor, overhead and profit for all classifications proposed to perform the services.

For information purposes, the Proposer should provide the total estimated number of hours, by classification, for the Proposer's project staff, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

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

REQUIRED COST STATEMENT	
Personnel Classifications:	
Project Manager/Business Manager	\$ /hour
Coordinator (s) – FEMA Public Assistance	\$ /hour
Specialist(s) – FEMA Public Assistance	\$ /hour
Coordinator(s) – FHWA Emergency Relief	\$ /hour
Specialist(s) – FHWA Emergency Relief	\$ /hour
Accounting Specialist(s)	\$ /hour
Clerical Support	\$ /hour
Documentation Specialist	\$ /hour
Technical Support	\$ /hour
Direct Expenses	\$
Grand Total Cost	\$

Name of Proposer: _____
Address of Proposer: _____
Telephone Number: _____
Signature: _____

Note: The proposer must include an itemized listing of all direct expenses including supplies, equipment, potential travel or lodging, and all other project expenses or fees, if applicable, that are expected to be paid by the agency. NOTE: If Proposer expects to be reimbursed for travel, and all project expenses, then these costs must be included in the Direct Expenses Proposal on the price proposal. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

NOTE: The Grand Total Cost shall be the sum of all hourly rates plus the total cost of Direct Expenses.

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 Presentation/Discussions May be required

NOT APPLICABLE TO THIS SOLICITATION

6.5 Evaluation and Review

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

Each proposal shall be rated for categories one through three, with 0 being the lowest score and the highest possible score as shown 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, Cost shall be rated as follows: For evaluation purposes, the proposer with the lowest Grand Total Cost shall receive 25 points. Other proposers will receive points for Cost based upon the following formula:

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

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

Criteria	Maximum Score
1. Approach and Methodology	25
2. Corporate Background and Experience	20
3. Staff Qualifications	20
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
6. Total Score	100

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

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

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 Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 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

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and at other direct costs specified in the Contractor's proposal, payable in installments as specified in Sub-Section 7.3, Billing and Payment.

7.3 Billing and Payment

Payments to the Contractor for services rendered for this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. **These rates shall be used for the duration of the Contract.** Travel shall be reimbursed according with the State Travel Regulations.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses. The invoice shall include a breakdown of cost associated with work on FEMA and FHWA projects.

The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by DOTD until satisfactory completion of the work required or upon written authorization of the DOTD Consultant Services Administrator for the release of the retainage.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be certified as accurate, signed, and dated by a principal member of the Contractor's firm.

Upon receipt of each approved invoice, DOTD shall pay the undisputed amount due within 30 calendar days.

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

Disaster cost recovery is a complex and lengthy process that for large disasters may take years to complete. The cost for response to a disaster is overwhelming and presents a financial hardship on DOTD and the state. DOTD's participation in the FEMA Public Assistance and the FHWA Emergency Relief programs following disasters are of paramount importance to ensure the speedy recovery of all eligible costs after a disaster.

1 Overview

The Contractor shall provide on-site assistance and support to the DOTD's Emergency Operations Director and Cost Recovery/Mitigation Funds Manager with personnel to augment current DOTD Cost Recovery Staffing and will work with FEMA Public Assistance (PA) and the FHWA Emergency Relief (ER) programs for current open disasters.

2 Tasks and Services

The Contractor shall:

- Provide assistance with Disaster Cost Recovery for DOTD through FEMA's Public Assistance program.
- Provide assistance with Disaster Cost Recovery for DOTD through FHWA's Emergency Relief program and the FHWA Urban System Relief Program.
- Prepare and track all reimbursements related documentation for submission to FEMA for PA funding.
- Prepare and track all reimbursement related documentation for submission to FHWA for ER funding.
- Respond to Requests for Information (RFI) from FEMA on submissions.
- Respond to Requests for Information (RFI) from FHWA on submissions.
- Prepare all requests for project closeouts and audits.
- Prepare briefings and reports as required.
- Attend meetings as requested.
- Prepare Monthly program status reports.

The Contractor shall provide all tasks and services listed in Objectives 1-3 in Section 1.3.

3 Staff Requirements

All personnel provided by the Contractor must have a working knowledge of Microsoft Work, Excel and Adobe computer programs. Types of activities to be performed will include accounting, auditing, documentation tracking, etc. All staff must meet or exceed the following minimum education and experience levels:

- Project Manager/Business Manager
 - Must possess an Engineering or Accounting/Auditing Degree
 - Must have a minimum of 5 years as a Project Manager/Business Manager
- Coordinator(s) – FEMA Public Assistance program
 - Must have a minimum of 4 years work experience in FEMA PA

- Specialist(s) – FEMA Public Assistance program
 - Must have a minimum of 2 years work experience in FEMA PA
- Coordinator(s) – FHWA Emergency Relief programs
 - Must have a minimum of 4 years work experience in FHWA ER
- Specialist(s) – FHWA Emergency Relief programs
 - Must have a minimum of 2 years work experience in FHWA ER
- Accounting Specialist(s)
 - Must have a minimum of 3 years work experience in an accounting field
- Technical Support personnel
- Documentation Specialist
 - Must have a minimum of 2 years work experience in document control and maintenance
- Clerical Support personnel
 - Must have a minimum of 2 years work experience in a clerical position.

The number of staff needed in each position will be determined at the time of assignment. Additional staff may be requested through a written Task Order.

4 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT.

5 *Project Requirements*

The DOTD Project Manager shall provide oversight of the activities contract. Notwithstanding the Contractor’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 the Contractor.

The Contractor’s personnel will work closely on a daily basis with the DOTD Project Manager.

6 *Deliverables*

The Contractor shall provide deliverables identified in Performance Measures for Objectives 1-3 in Section 1.3.

Additionally, 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 III: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

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

**PURCHASE ORDER NO. xxxxxxxxxxxx
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 _____, 20__, the State of Louisiana through the Louisiana Department of Transportation and Development, hereinafter sometimes referred to as "DOTD", and Name of Contractor and complete address, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

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

The [Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. The [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 DELIVERABLES

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

Note: This section should not be used if the funding source being utilized includes restrictions, (i.e. FEMA funds, HUD funds, etc.).

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, 20__ and shall terminate on _____, 20__, unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, in no

event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

2.2 DOTD FURNISHED RESOURCES

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

DOTD will provide the Contractor with work areas with telephone access for the duration of the contract.

2.3 TAXES

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

3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on a billable rate of \$_____ per hour for a maximum limitation of \$_____ [including Direct Expenses] for the actual work performed.

[If necessary insert chart for Billable Rate by Classification]

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>

3.2 PAYMENT TERMS

Itemized invoice must reference Purchase Order No. _____, any invoice received without Purchase Order number referenced will be returned. The last invoice that is submitted must say "FINAL INVOICE".

Payments to the Contractor for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the Sate Travel Regulations.

The monthly invoice shall show the total amount earned through the date of submission with the amount previously paid broken down by hours and hourly rate.

If applicable, include:

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

Next two paragraphs stay either way:

The original and two copies of the invoice reflecting the amount and value of work, accomplished to the date of such submission shall be submitted directly to the Project Manager, xxxxxxx. The invoice must be signed and dated by a principal member of the Contractor's firm. The invoice shall also show the total of previous payments because of the contract, and the amount due and payable as of the date of the current invoice.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within thirty (30) calendar days.

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 AND 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 DOTD 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 Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

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 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

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the

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

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

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

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

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

17 APPLICABLE LAW

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

18 CODE OF ETHICS

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

19 SEVERABILITY

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

20 COMPLETE CONTRACT

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

21 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and 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

Typed or Printed Name

Witness for First Party

Federal Identification Number

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

BY:

Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY:

Division Head

Witness for Second Party