

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
Solicitation No. 3000000123

**Strategic Highway Safety Plan
Law Enforcement Implementation Manager**

Statewide

March 11, 2011

**Proposal Submission Deadline:
April 11, 2011 by 3:00 p.m. CST**

TABLE OF CONTENTS

SECTION TITLE	PAGE
1.0 General Information	
<i>1.1 Purpose/Background</i>	4
<i>1.2 Scope of Services</i>	4
<i>1.3 Definitions</i>	6
<i>1.4 Performance Goals and Measures</i>	7
<i>1.5 Project Manager</i>	7
2.0 Administrative Information	
<i>2.1 Expected Time Period for Contract</i>	7
<i>2.2 RFP Coordinator</i>	7
<i>2.3 Proposer Inquiries</i>	8
<i>2.4 Calendar of Events</i>	8
3.0 Proposal Information	
<i>3.1 Proposal Response Location</i>	8
<i>3.2 Determination of Responsibility</i>	9
<i>3.2.1 Right to Prohibit Award</i>	9
<i>3.3 Desired Qualifications of Proposer</i>	9
<i>3.4 Minimum Qualifications of Proposer</i>	10
<i>3.5 Revisions to the RFP</i>	10
<i>3.6 Waiver of Administrative Informalities</i>	10
<i>3.7 Proposal Rejection</i>	10
<i>3.8 Withdrawal of Proposal</i>	11
<i>3.9 Subcontracting Information</i>	11
<i>3.10 Ownership of Proposal</i>	11
<i>3.11 Proprietary Information</i>	11
<i>3.12 Cost of Preparing Proposals</i>	11
<i>3.13 Errors and Omissions in Proposal</i>	11
<i>3.14 Contract Award and Execution</i>	12
<i>3.15 Code of Ethics</i>	12
4.0 Response Instructions	
<i>4.1 Proposal Submission</i>	12
<i>4.2 Cover Letter</i>	13
<i>4.3 Proposal Format</i>	13
<i>4.4 Price Proposal</i>	13
<i>4.5 Certification Statement</i>	13
5.0 Evaluation and Selection	
<i>5.1 Evaluation Team</i>	13
<i>5.2 Administrative and Mandatory Screening</i>	13
<i>5.3 Clarification of Proposals</i>	13
<i>5.4 Evaluation and Review</i>	13
<i>5.5 Announcement of Successful Proposer</i>	14

6.0 Consultant Requirements	
6.1 <i>Corporation Requirements</i>	14
6.2 <i>Compensation</i>	14
6.3 <i>Billing and Payment</i>	14
6.4 <i>Contract Terms and Conditions</i>	15
6.5 <i>Indemnification</i>	15
6.6 <i>Confidentiality</i>	15
Attachment I - Proposal Format	
1. Executive Summary	16
2. Corporate Background and Experience	16
3. Proposed Project Staff	17
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 – Sample Contract	21 - 29

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 Individual Consultants /Consulting Firms interested in assisting DOTD with Consultant Services for Law Enforcement Implementation Manager for the Strategic Highway Safety Plan (SHSP). One Prime-Consultant (Consultant) shall be selected for this contract. **The Consultant may not subcontract the specified services without the written agreement of DOTD.**

1.1 Purpose/Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Consultant Services for Law Enforcement Implementation Manager for the Strategic Highway Safety Plan (SHSP) to the State of Louisiana, Department of Transportation and Development.

1.2 Scope of Services

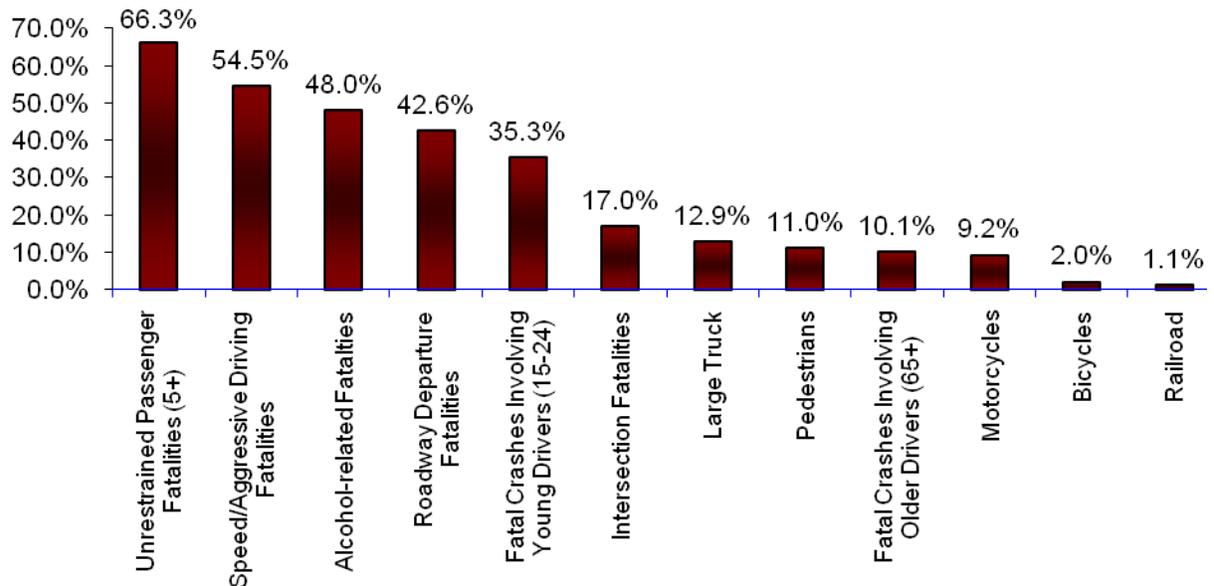
The Louisiana Department of Transportation & Development is seeking a Consultant to serve in a contract position as the Statewide Coordinator for implementation and execution of the Strategic Highway Safety Plan from the educational, enforcement, and emergency services perspective. One of the primary responsibilities of this position will be to implement and to sustain the SHSP at the local / regional level; this requires experience in developing and managing local and regional plans and coalitions.

The creation and implementation of the Strategic Highway Safety Plan (SHSP) is mandated by the federal SAFETEA-LU legislation for all the States. In order to receive increased federal highway safety funding Louisiana **must develop and implement a SHSP**, this is a requirement of the legislation.

Louisiana's Strategic Highway Safety Plan (SHSP) was developed to reduce the human and economic toll on Louisiana's surface transportation system due to traffic crashes through the widespread collaboration and an integrated **4E approach: engineering, education, enforcement, and emergency services**. The goal of the National Strategic Highway Safety Plan, which Louisiana has adopted, is to reduce the number of fatalities by half by the year 2030.

Louisiana's SHSP has 4 emphasis areas and they are: occupant protection, impaired driving, young drivers, and infrastructure & operations (intersections & roadway departures). The following figure shows the trend in highway fatalities as they relate to Louisiana's SHSP emphasis areas. This information was used to determine Louisiana's priorities for the SHSP, meaning the emphasis area for the SHSP were determined from the analysis of our State's fatality data.

Louisiana Crash Deaths Associated with Emphasis Areas from 2006-2008



Three of the four emphasis areas identified in the SHSP are occupant protection, impaired driving and young drivers. These three areas fall under the behavioral category – which is addressed by using enforcement, behavioral, and educational strategies. These areas of expertise fall outside of the expertise and scope of the LADOTD and the Highway Safety Section. These areas fall under the jurisdiction, management, and expertise of law enforcement agencies and personnel. These agencies are responsible for 3 of the 4E’s – education, enforcement, and emergency services.

The State has established a two-tier strategy for SHSP implementation - - statewide emphasis area teams that will address the SHSP from a statewide level and regional emphasis area coalitions that will implement the SHSP from a local / regional perspective. The Regional Safety Coalitions are critical in implementing the SHSP on a local and parish level and are responsible for implementing and sustaining the SHSP to reach the State of Louisiana’s vision of Destination Zero Deaths.

Job Description

Examples of Work

- Develop training modules to educate and to market the SHSP to local and state law enforcement managers.
- Work with existing local and regional safety advocates and groups to encourage them to unify and become a member of the SHSP Regional Safety Coalition. Direct and assist these entities in developing data driven programs that address the emphasis areas and

action items in the statewide SHSP. Guide and assist the coalition in the development and implementation of a formalized data driven SHSP Regional Safety Plan.

- Assist in establishing, building, and sustaining Regional Safety Coalitions (estimated seven – nine coalitions).
- Assist the statewide and regional SHSP teams in developing and understanding a data driven traffic safety program approach designed to reduce the number and severity of crashes and improve highway safety. The program shall have documented outcomes and results.
- Develop and coordinate a statewide Roadway Safety Assessment Program (infrastructure) that includes suggestions for enforcement and education strategies and facilitate communication and cooperation between the DOTD Districts and local/parish/state law enforcement agencies. Conduct statewide RSA training to locals, law enforcement, and DOTD personnel.
- Coordinate timely reporting by law enforcement agencies on activities related to the SHSP based on agreed upon performance measures.
- Advise and consult with the LA Transportation Center on human factors issues in traffic enforcement and other 3E behavioral related matters.
- Participate at a State and Regional level on any SHSP related activities as they arise.
- Support, assist, and advise the DOTD in SHSP infrastructure activities from the law enforcement perspective and provide human factors expertise (i.e. incident management, work zones, emergency situations, etc.).
- Assist in the implementation of DOTD’s infrastructure action plan from the law enforcement perspective.
- Serve as a member on the statewide Traffic Records Coordinating Committee (TRCC).

This position will conduct training, marketing, and assist regional safety coalitions in developing programs and strategies to address the emphasis areas of the SHSP, as well as, assist in developing formalized regional SHSP’s. This position requires an individual who can bridge the gap between DOTD district personnel, local government, and local law enforcement managers to begin a RSA program that addresses engineering, as well as, enforcement, emergency services, and educational issues. Strong communication skills and team building experience are necessary. Travel requirements are moderate.

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.

1.4 Performance Goals and Measures

1. Goals and Objectives:

To contract with a highly specialized individual to serve as the Statewide Law Enforcement manager for the implementation and execution of the Strategic Highway Safety Plan from the educational, enforcement, and emergency services perspective at the regional and local level. The primary responsibility of this position will be to implement and to sustain the SHSP at the local / regional level; this requires experience in developing and managing local and regional plans and coalitions utilizing a data driven approach. This includes, but is not limited to training, data problem identification and analysis, incident management, SHSP regional implementation, and marketing of the SHSP.

2. Performance Measures:

The performance of the consultant will be evaluated by the number of highway fatalities and serious injuries that occur statewide, as well as, the implementation & sustainment of the SHSP coalitions at the regional and local level. Also the number of road safety assessments conducted with law enforcement involvement will be a performance measure.

3. Monitoring Plan

The performance will be monitored by the LA DOTD Highway Safety Manager by the number of fatal and serious injury crashes. And by the number of regional SHSP coalitions established and sustained.

1.5 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 will be an initial twelve (12) month period tentatively scheduled to begin on **May 9, 2011** through **May 8, 2012**. DOTD has the right to **renew at the same terms and conditions**, the contract for additional two twelve-month periods with the concurrence of the Consultant and all appropriate approvals. In no event shall the contract term exceed 36 months.

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) 379-1889
 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*

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	March 11, 2011
Deadline for receipt of Written inquiries	March 16, 2011
Issue responses to Written inquiries	March 23, 2011
Deadline for receipt of Proposals	April 11, 2011
Announce Award of “Successful proposer”	April 25, 2011 (on or about)
Contract Execution	May 9, 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. 39:2182, 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 *Desired Qualifications of Proposer*

It is highly desirable that the Individual proposed to provide the services as the Law Enforcement Implementation Manager should at minimum possess the following qualification at the time of proposal submittal:

- Twenty-five years of full time law enforcement experience with at least 5 years at the command level or above. Command level for this position is defined as a regional commander, sheriff, police chief or other position in which the command required extension interaction with other law enforcement agencies and DOTD.
- Should be trained as a law enforcement instructor.
- Should be trained as a Roadway Safety Assessment Instructor.
- Experience as public speaker and have wide-ranging public speaking ability is highly desirable.
- Should have working knowledge and served on committees and teams that deal with statewide traffic related issues such as evacuation, incident management, occupant

- protection, and impaired drivers. National or statewide membership and participation is a plus.
- Participation in national level research needs for traffic safety programs is desirable.

The contract employee should have developed and commanded a data driven traffic safety program designed to reduce the number and severity of crashes and improve highway safety. The program should have documented outcomes and results. The contract employee should be able to do the following:

- Gather and interpret crash data to be able to determine where and when crashes occur, and the violations committed during crashes
- Gather and interpret data to determine causes and contributing factors in crashes
- Gather and interpret data to identify high crash locations
- Work with other highway safety stake holders to develop an overall action plan to decrease fatality crashes
- Work with law enforcement agencies to assist them in developing effective traffic enforcement plans
- Work with non-governmental agencies, such as the news media, to promote and improve highway safety

3.4 Minimum Qualifications of Proposer

The Individual proposed to provide the services as Law Enforcement Implementation Manager shall have at the time of proposal submittal a minimum of:

- Twenty years experience in law enforcement.
- A minimum of 5 years experience as Traffic Enforcement Patrol Commander at a rank of Lieutenant or higher.
- Must possess highly specialized knowledge of highway safety related issues.

3.5 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.

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.

3.6 Waiver of Administrative Informalities

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

3.7 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.

3.8 *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.

3.9 *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.

3.10 *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.

3.11 *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.

3.12 *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.

3.13 *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.

3.14 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 IV. 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.

3.15 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 five 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. 3000000123 and Project Name: Law Enforcement Implementation Manager** and shall be submitted **prior to 3:00 p.m. CST on Monday, April 11, 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) 379-1889
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) Staff qualifications as related to the project	25
3) Proposer's understanding of the project (approach and methodology)	25
4) Price	25
Total	100

All proposals shall be evaluated as indicated for Items 1-4. 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.

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, for a maximum compensation proposed by the Consultant for all services, 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 an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the name of the employee acting as Law Enforcement Implementation Manager, and the time worked. To be reimbursed at the approved billable rate.

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 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 and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

6.4 Contract Terms & Conditions

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

6.5 Indemnification

The Consultant 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 Consultant, 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. Consultant shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

6.6 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 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 should 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 should 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 should 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 initial twelve (12) month period and if Contract is renewed, for the additional two twelve-month periods. In no event shall the contract term exceed 36 months.*

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 Individual proposed to provide the services as Law Enforcement Implementation Manager.

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

If a sub-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 an hourly rate (which includes labor, overhead and profit). This position will require statewide travel to attend conferences, conduct training and presentations at SHSP seminars, meetings and other related SHSP implementation activities.
- B. The proposer shall also provide a total cost for the all of the services described in Section 1.2.
- C. If the Proposer expects to be reimbursed for travel, and project related expenses, then these costs must be included in the Grand total cost (on the price proposal). Before attending events such as conferences, training and seminars, expected cost must have prior approval from **Project Manager; Ms. Terri Monaghan**. These costs will be billed as direct expenses with supporting documentation during the period they are incurred.

Any incurred travel cost will be in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49)

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

- \$_____ (Total Hourly Rate) x 2080 hours =\$_____
- \$_____ (Direct Expenses)
- \$_____ Total proposed cost **per year**

For proposal purposes, direct expenses should be estimated at \$17,000 per year. Price proposal must include proposed rate per hour for a maximum of 2080 hours per year to accomplish all task in the Scope of Services maximum compensation including direct expenses shall not exceed \$168,840 per year.

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.

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/Individual: _____

Address of Firm/Individual: _____

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
SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

LAW ENFORCEMENT IMPLEMENTATION MANAGER
Solicitation No. 300000123
STATEWIDE

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

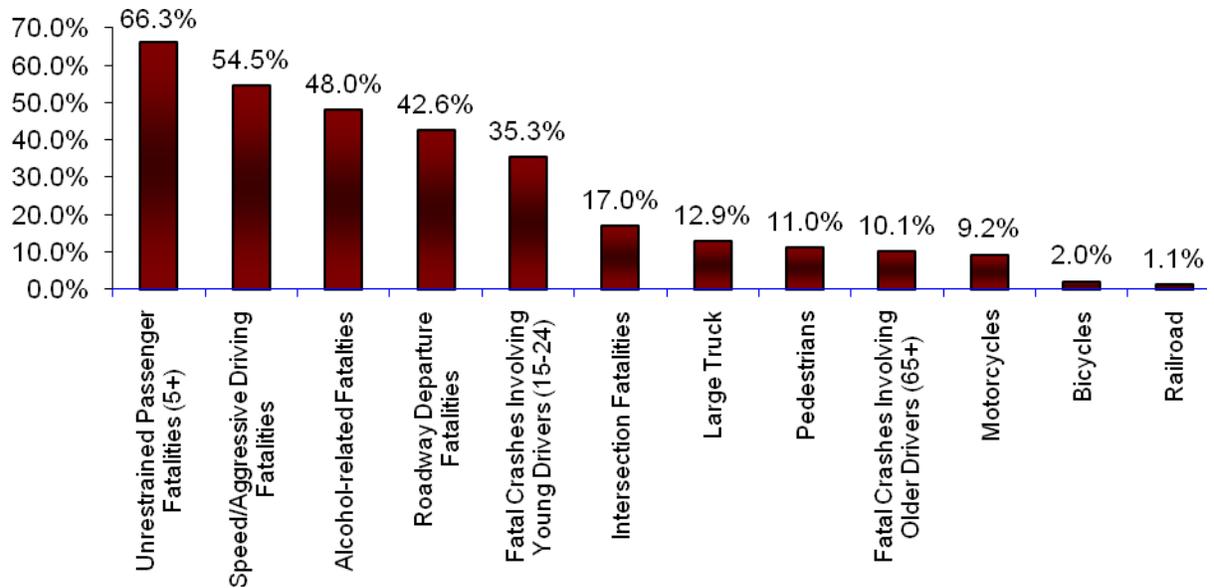
Consultant will serve in a contract position as the Statewide Coordinator for implementation and execution of the Strategic Highway Safety Plan from the educational, enforcement, and emergency services perspective. One of the primary responsibilities of this position will be to implement and to sustain the SHSP at the local / regional level; this requires experience in developing and managing local and regional plans and coalitions.

The creation and implementation of the Strategic Highway Safety Plan (SHSP) is mandated by the federal SAFETEA-LU legislation for all the States. In order to receive increased federal highway safety funding Louisiana **must develop and implement a SHSP**, this is a requirement of the legislation.

Louisiana’s Strategic Highway Safety Plan (SHSP) was developed to reduce the human and economic toll on Louisiana’s surface transportation system due to traffic crashes through the widespread collaboration and an integrated **4E approach: engineering, education, enforcement, and emergency services**. The goal of the National Strategic Highway Safety Plan, which Louisiana has adopted, is to reduce the number of fatalities by half by the year 2030.

Louisiana’s SHSP has 4 emphasis areas and they are: occupant protection, impaired driving, young drivers, and infrastructure & operations (intersections & roadway departures). The following figure shows the trend in highway fatalities as they relate to Louisiana’s SHSP emphasis areas. This information was used to determine Louisiana’s priorities for the SHSP, meaning the emphasis area for the SHSP were determined from the analysis of our State’s fatality data.

Louisiana Crash Deaths Associated with Emphasis Areas from 2006-2008



Three of the four emphasis areas identified in the SHSP are occupant protection, impaired driving and young drivers. These three areas fall under the behavioral category – which is addressed by using enforcement, behavioral, and educational strategies. These areas of expertise fall outside of the expertise and scope of the LADOTD and the Highway Safety Section. These areas fall under the jurisdiction, management, and expertise of law enforcement agencies and personnel. These agencies are responsible for 3 of the 4E’s – education, enforcement, and emergency services.

The State has established a two-tier strategy for SHSP implementation - - statewide emphasis area teams that will address the SHSP from a statewide level and regional emphasis area coalitions that will implement the SHSP from a local / regional perspective. The Regional Safety Coalitions are critical in implementing the SHSP on a local and parish level and are responsible for implementing and sustaining the SHSP to reach the State of Louisiana’s vision of Destination Zero Deaths.

Job Description

Examples of Work

- Develop training modules to educate and to market the SHSP to local and state law enforcement managers.
- Work with existing local and regional safety advocates and groups to encourage them to unify and become a member of the SHSP Regional Safety Coalition. Direct and assist these entities in developing data driven programs that address the emphasis areas and action items in the statewide SHSP. Guide and assist the coalition in the development and implementation of a formalized data driven SHSP Regional Safety Plan.
- Assist in establishing, building, and sustaining Regional Safety Coalitions (estimated seven – nine coalitions).

- Assist the statewide and regional SHSP teams in developing and understanding a data driven traffic safety program approach designed to reduce the number and severity of crashes and improve highway safety. The program shall have documented outcomes and results.
- Develop and coordinate a statewide Roadway Safety Assessment Program (infrastructure) that includes suggestions for enforcement and education strategies and facilitate communication and cooperation between the DOTD Districts and local/parish/state law enforcement agencies. Conduct statewide RSA training to locals, law enforcement, and DOTD personnel.
- Coordinate timely reporting by law enforcement agencies on activities related to the SHSP based on agreed upon performance measures.
- Advise and consult with the LA Transportation Center on human factors issues in traffic enforcement and other 3E behavioral related matters.
- Participate at a State and Regional level on any SHSP related activities as they arise.
- Support, assist, and advise the DOTD in SHSP infrastructure activities from the law enforcement perspective and provide human factors expertise (i.e. incident management, work zones, emergency situations, etc.).
- Assist in the implementation of DOTD's infrastructure action plan from the law enforcement perspective.
- Serve as a member on the statewide Traffic Records Coordinating Committee (TRCC).

This position will conduct training, marketing, and assist regional safety coalitions in developing programs and strategies to address the emphasis areas of the SHSP, as well as, assist in developing formalized regional SHSP's. This position requires an individual who can bridge the gap between DOTD district personnel, local government, and local law enforcement managers to begin a RSA program that addresses engineering, as well as, enforcement, emergency services, and educational issues. Strong communication skills and team building experience are necessary. Travel requirements are moderate.

GOALS AND OBJECTIVES

To contract with a highly specialized individual to serve as the Statewide Law Enforcement manager for the implementation and execution of the Strategic Highway Safety Plan from the educational, enforcement, and emergency services perspective at the regional and local level. The primary responsibility of this position will be to implement and to sustain the SHSP at the local / regional level; this requires experience in developing and managing local and regional plans and coalitions utilizing a data driven approach. This includes, but is not limited to training, data problem identification and analysis, incident management, SHSP regional implementation, and marketing of the SHSP.

PERFORMANCE MEASURES

The performance of the consultant will be evaluated by the number of highway fatalities and serious injuries that occur statewide, as well as, the implementation & sustainment of the SHSP

coalitions at the regional and local level. Also the number of road safety assessments conducted with law enforcement involvement will be a performance measure.

MONITORING PLAN

The performance will be monitored by the LA DOTD Highway Safety Manager by the number of fatal and serious injury crashes. And by the number of regional SHSP coalitions established and sustained.

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 _____, **2011** and shall terminate on _____, **2012**, 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 a billable rate of \$XXXXXX per hour and other detail costs specified in the Consultant's proposal, for a maximum limitation of \$XXXXXXXXXX for the actual work performed.

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 an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the name of the employee acting as Law Enforcement Implementation Manager, and the time worked. To be reimbursed at the approved billable rate.

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 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 and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

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

The Consultant 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 Consultant, 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. Consultant shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

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

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

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.