

State Of Louisiana
Department of Transportation and Development

Request For Proposals
for
RFP Solicitation No. 3000001440

Statewide

Federal Project Nos.:
LA-18-X026; LA-18-X027; LA-18-X028; LA-18-X029;
LA-80-0016; LA-80-0017; LA-80-0018

Technical Assistance for Transit (STAT)

Statewide

January 18, 2013



Proposal Submission Deadline:
Tuesday, February 19, 2013 by 3:00 p.m. CST

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1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as DOTD) to proposers interested in assisting DOTD with technical assistance for statewide transit programs with the Department of Transportation and Development Public Transportation Section, which has been in place for over 15 years.

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

1.2 Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Contractor Services for assistance to the State of Louisiana, Department of Transportation and Development Public Transportation Section that will include a newsletter, marketing, coordination, workshops, training and information technology. It is the intent of DOTD to select a Contractor to supply all of the services necessary for the successful completion of the project which is funded under Chapter 53 of Title 49 of the United States Code.

1.3 Scope of Services

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

1.4 Performance Goals and Measures

A. Goals and Objectives:

The contractor shall provide planning, compliance, monitoring services for the DOTD's Fixed Guideway Safety & Security Program and Federal requirements for FTA State Management Review, publishing of the Louisiana Transitions newsletter, and LADOTD Public Transportation website maintenance as needed. The specific goals and objectives shall include the following:

- Develop online grant applications and annual compliance review questionnaires to be submitted through electronic submission for ALL Public Transportation programs.
- Update the Title VI Plan and tracking of Title VI data for transit providers statewide.
- Update the State Management Plan for all Public Transportation programs (E&D, Rural, JARC, & New Freedom).
- Provide assistance to DOTD with its duties as the State Safety Oversight agency, NORTA (New Orleans Regional Transit Authority) for fixed guideway programs in Louisiana.

- Provide guidance in developing fixed guideway audit documents for submission to FTA.
- Facilitate the coordination meetings for the Human Service Coordinated Transit Work Group which focuses on resolving the identified issues of HCR 181 (previously HCR 131)
- In coordination with the DOTD Public Transportation Section, manage the paperwork flow between NORTA and DOTD regarding NORTA's compliance with DOTD State Standard on Fixed Guideway operations.
- Assist DOTD at meetings with NORTA regarding fixed guideway safety and security compliance.
- Publish Louisiana Transitions newsletter
- Maintain LADOTD Public Transportation website as needed
- Update the LADOTD Agency Administrative Handbook to include detailed information on topics including, but not limited to DBE, construction criteria, and miscellaneous equipment (ex. cameras, generators, pressure washers, and etc.)
- Provide monitoring for performance of the LASWIFT Intercity Bus Service

B. **Performance Measures:**

The services provided by the contractor shall be evaluated by the Administrator, Public Transportation Section, who will determine if the services are being provided in a timely manner and as outlined in the contract. The following information will be required to be submitted by the Contractor on a monthly basis.

- A detailed monthly invoice for each task performed.
- A detailed monthly progress report detailing services provided.

1.5 *Monitoring Plan*

The Administrator, Public Transportation Section, shall monitor the performance of the Contractor as follows:

- Review monthly invoices
- Meet Monthly to review monthly progress reports

1.6 *Project Manager*

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

2.0 ADMINISTRATIVE INFORMATION

2.1 *Term of Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **March 1, 2013**, and to continue through **February 29, 2016**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

DOTD reserves the right to cancel Contract for causes detailed in Attachment III, Sample Contract.

2.2 *Pre-proposal Conference*

NOT APPLICABLE FOR THIS SOLICITATION

2.3 *Proposer Inquiries*

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

Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: 225-379-1857
contractservices@la.gov

This RFP is available in electronic form at
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

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

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

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage>
 and LaPAC websites
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>
 as an Addendum to the RFP by the deadline shown in the 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

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	January 18, 2013
Deadline for receipt of Written inquiries	January 25, 2013
Issue responses to Written inquiries	January 31, 2013
Deadline for receipt of Proposals	Tuesday, February 19, 2013
Announce Award of Contractor Selection	February 25, 2013, (on or about)
Contract execution	March 15, 2013 (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 minimum possess the following qualifications at the time of proposal submittal:

- 1. Familiarity with Federal Transit Administration rules and regulations and coordination initiatives

2. Experience in managing, overseeing or planning transit projects
3. Familiarity with transit marketing strategies
4. Experience with financial and maintenance tracking software system
5. Experience in developing and conducting workshops
6. Experience in developing newsletters and website design

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

3.2 *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 Proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 *Right to Prohibit Award*

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

3.3 *RFP Addenda*

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

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

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

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

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

3.4 *Waiver of Administrative Informalities*

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

3.5 *Proposal Rejection/RFP Cancellation*

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

3.6 *Withdrawal of Proposal*

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

3.7 *Subcontracting Information*

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor 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 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. 3000001440 and Project Name: Statewide Technical Assistance for Transit (STAT) and shall be submitted prior to **3:00 p.m. CST on Tuesday, February 19, 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 detail 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 evidence of its ability to meet or exceed the desirable qualifications stated in Section 3.1.

5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianafoward.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 entrepreneurs, 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 should provide evidence of its ability to meet or exceed the qualifications stated in Section 3.1.

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

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

5.4 *Approach and Methodology*

Proposers should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 *Cost Information*

The Proposer shall provide the grand total cost (inclusive of travel and all project expenses) for all services listed in Tasks 1-7 in Attachment I. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

Hourly rates shall be provided for all proposed staff classifications for each Task and shall include the Proposer's overhead and Profit.

Proposers should use the following Sample Cost Statement (below) as format for providing cost information. **Seven separate** Cost Statements will be required; one for **each of the seven Tasks**.

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

All costs must be stated.

SAMPLE COST STATEMENT	
TASK 1 – Newsletter	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 1:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	
TASK 2 – Statewide Transit Tracking and Reports System (STTARS)	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 2:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	
TASK 3 – Coordination	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 3:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	

TASK 4 – Workshops	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 4:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	
TASK 5 – Bus and Fixed Guideway Safety and Security	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 5:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	
TASK 6 – Other New and/or Expanded Programs and Technical Support	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$____/hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 6:	\$
Estimated % of Work by Subcontractor _____%	
SAMPLE COST STATEMENT	
TASK 7 – LASWIFT	
Personnel:	
Project Manager @ <input type="checkbox"/> hours each X \$ /hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$ /hour	\$
Project Personnel @ <input type="checkbox"/> hours each X \$ /hour	\$
Other Detailed Costs (Including Travel)	\$
Sub Total Task 7:	\$
Estimated % of Work by Subcontractor _____%	
GRAND TOTAL PRICE FOR TASKS 1-7	
	\$

The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be reimbursed by DOTD. All out of state travel will be subject to prior approval by the Secretary of DOTD or his/her designee.

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://doa.louisiana.gov/osp/travel/travelpolicy.htm>.

6.0 EVALUATION AND SELECTION

6.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the DOTD, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 *Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

6.3 *Clarification of Proposals*

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

6.4 *Oral Presentations/Discussions May be required*

NOT APPLICABLE TO THIS SOLICITATION

6.5 *Evaluation and Review*

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

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

CATEGORY	HIGHEST POSSIBLE SCORE
1. Approach and Methodology	35
2. Experience	15
3. Staff Qualifications	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
Total Score	100

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary 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/Hudson Small Entrepreneurship Program Participation

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 entrepreneurialships 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 entrepreneurialships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurialships 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 other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.3, 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. DOTD will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

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

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

Upon receipt and approval of each invoice, DOTD shall pay the 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.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and

documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

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.

**SCOPE OF SERVICES
FUNCTIONAL AND TECHNICAL REQUIREMENTS**

1. Overview

The Contractor shall provide technical assistance services for public transportation providers of the State. Assistance will include the publication of a newsletter, plan updates, technical and Information Technology assistance, workshops, site visits, and training as needed.

2. Tasks and Services

The Contractor shall provide all services listed below in Tasks 1-7.

Task 1: Newsletter

- Publish the established Louisiana Transitions quarterly newsletter via Internet link to Public Transportation website. Publication of newsletter will begin on the following quarter after execution of contract and every quarter thereafter for a period of three (3) years.
- Develop format compatible with DOTD's capabilities.
- Research current transit-related events and issues. Collect and compile data and information from relevant national, state and local sources. This shall include a minimum of one interview with a transit entity per quarter, gathering information and/or photos for "spotlight" articles, composing, writing and editing articles according to accepted journalistic practices.
- Compose and layout articles and present draft to DOTD for approval.

Task 2: Statewide Transit Tracking and Reports System (STTARS)

The Statewide Transit Tracking and Reporting System (STTARS) is a web based application utilized by transit providers in the State of Louisiana to schedule rides, track vehicle maintenance, track ridership, and report system utilization and efficiency to the Louisiana Department of Transportation and Development (For more information please see Attachment I-A). Listed below are the duties the contractor shall provide:

- Upgrade the Statewide Transit Tracking and Reports System (STTARS) to include online grant applications to be submitted through electronic submission for ALL Public Transportation programs. (Completed during first year).
- Upgrade the Statewide Transit Tracking and Reports System (STTARS) to include online annual compliance review questionnaires to be submitted through electronic submission for ALL Public Transportation programs. (Completed during first year).
- Provide maintenance and updates to STTARS. This application must reside on LADOTD's Public Transportation website and follow DOTD IT standards.
- Provide technical assistance to both DOTD and to 140 transit agencies throughout Louisiana regarding the ridership and maintenance tracking system, STTARS, for Louisiana which shall include no more than 45 site visits per year.
- Provide input to assist DOTD with the configuration and implementation of STTARS

- Conduct training on STTARS and provide electronic training manuals accessible from STTARS.
- Upgrade STTARS to allow for mass emails to be sent to all the providers tracked within the application (Completed during second year).

Task 3: Coordination

- Facilitate the coordination meetings for the Human Service Coordinated Transit Work Group which focuses on resolving the identified issues of HCR 181 (previously HCR 131)
- Review and update strategies and provide technical assistance in order to enhance coordination efforts between transportation providers and users in all parishes.
- Update Statewide Coordination Plan each year over the three year period as necessary.
- Assist the regional coordination districts with their on-going coordination activities.
- Develop up to six workshops that could be from 4 to 12 hours depending on course materials (DOTD will determine and provide location and cover expenses associated with meeting facilities). One of these workshops will address mandated coordination of transportation resources and provide manual on setting up a coordinated system based on several coordination options, including consolidated parish-wide, regional and various types of coordinated transit systems.
- Provide onsite technical assistance to approximately 10 newly established transit providers on an as needed basis not to exceed 50 business days total or an average of 5 business days per provider over the three year contract period.
- Provide technical support to the DOTD regarding state level coordination activities. This shall include attending meetings with state agencies regarding coordination.
- Assist DOTD on coordination issues as directed by the project manager, not to exceed 60 hours in the 3 year period.

Task 4: Workshops

- Conduct a maximum of nine (9) 8-hour , or the equivalent of this, such as eighteen (18) 4 hour workshops over the three year contract period on an as needed basis to be arranged by DOTD in various locations around the state of Louisiana, which shall include but are not limited to Baton Rouge, New Orleans, Alexandria, Lake Charles, Shreveport, and Marksville for no more than 30 attendees. Topics and location within the state to be determined by DOTD but shall include some or all of the following:
 - Bus Safety & Security
 - Marketing
 - Title VI
 - Financial management and reporting
 - Performance evaluation
 - Policies and procedures
 - Management principles
 - Ridership and service profiles
 - Scheduling and dispatching
 - Drug and Alcohol

Task 5: Bus and Fixed Guideway Safety & Security

- Review FTA Safety & Security Program guidance yearly and make recommendations yearly to ensure compliance.
- Provide up to 100 hours yearly of technical support via mail, email or telephone to transit systems to assist in developing and/or updating their local Bus Safety & Security Plans.
- Provide 100 hours yearly of technical assistance to the DOTD in its role as the State Safety Oversight agency on fixed guideway safety & security issues. This shall include revising the State Standard as necessary; attending meetings with DOTD and its fixed guideway provider(s); providing technical support on reviewing submissions from fixed guideway operator(s); and other activities as requested by DOTD.

Task 6: Other New and or Expanded Programs and Technical Support

- Provide technical support to DOTD with reviewing FTA regulations on new and/or expanded programs, assisting in formulation of and/or updating DOTD's policies and procedures, and revising and developing combined State Management Plans.
- Update and revise DOTD's Agency Administration Handbook to include useful life criteria for all FTA funded facilities and equipment.
- Conduct up to 60 provider site visits in the 3-year contract period to review transit system compliance with regulations (topics to be determined).
- Provide 4-6 hours per provider towards technical support to the DOTD regarding Title VI compliance. This will include developing a Public Transportation Title VI Plan for transit agencies and providing training (100 hrs. statewide over the life of the contract).

Information regarding topic(s) will be provided by DOTD as well as meeting facilities. The contractor will provide any required handouts as needed which shall include workbooks on compliance requirements.

Task 7: LASWIFT

LA Swift Service is managed by the Louisiana Department of Transportation and financially funded by the Federal Transportation Administration. LA Swift is operated by Hotard Coaches Inc. Currently, the existing contract expires on June 30, 2013. The continuation of services is contingent on funding resources; DOTD desires the potential proposers to propose a cost for the term of contract in anticipation of these funds being available for the duration of the contract. Listed below are the duties the contractor shall provide:

- Provide Technical Support and monitoring for the LASWIFT Program (150 hours monthly)
- Provide technical support to DOTD regarding the LASWIFT Program.
 - Provide scheduling services for LA Swift and coordinate LA Swift connectivity to CATS, NORTA, and other transit systems at intermediate stops.
 - Assist and/or represent DOTD at meetings pertaining to LASWIFT.
- Provide monitoring of the LASWIFT program to include at a minimum:
 - Validate fare box collection reports.
 - Manage, in coordination with DOTD, the LASWIFT complaint system and track actions/responses for resolving each complaint until it is resolved.

- Provide a quality control process employing ‘ghost riders’ to evaluate customer satisfaction and provider compliance with expectations for high quality service. Ghost riders will evaluate a minimum of four (4) Baton Rouge – New Orleans (or New Orleans – Baton Rouge) trips each week. Ghost rider reports will be provided along with regular monthly reports.

3. Deliverables

The Contractor will provide planning, compliance and monitoring services for the DOTD’s Fixed Guideway Safety & Security Program and Federal requirements for FTA State Management Review, assistance with the LADOTD Public Transportation website maintenance as needed, and ensure that all goals and objectives from section 1.4 are successfully accomplished.

4. Functional Requirements

The Contractor shall publish the Louisiana Transitions newsletter and assist with marketing, coordination, technical support/monitoring of Public Transportation programs, training, and workshops in various locations around the state of Louisiana which shall include but are not limited to Baton Rouge, New Orleans, Alexandria, Lake Charles, Shreveport, and Marksville.

5. Technical Requirements

SEE ATTACHMENT 1-A

6. Reporting Requirements

The Contractor’s progress report and invoice will be submitted on a monthly basis for the Project Manager’s review and approval.

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.

ATTACHEMENT I-A

Additional information on STTARS:

In order to secure federal funds, DOTD's tracking system, STTARS must keep track of the routes each of these vehicles are utilized for, ridership, the scheduling of their services, the maintenance of their vehicles, and how their services are financed.

STTARS is housed at DOTD and must adhere to DOTD's web standards

- Standards will be provided on request

Hardware specifications:

- Dedicated virtual server
- Disk Size – 40 gigabyte C drive and 100 gigabyte D drive
- Processor – Xeon X7460, 2.66ghz with 6 cores processor
- Memory – 4 gigabytes of RAM

Software specifications:

- OS – Windows Server 2008 r2, Service Pack 1
- IIS – version 7.0+
- Language – Visual Basic
- Framework – 4+
- Secure Socket Layer – https certificate
- Database – SQL Server 2008r2

Required vendor software updates:

- Major – 3
 1. Add ability to send mass emails to providers
 2. Complete online application process
 3. Upgrade application to adhere to next available Microsoft Framework per DOTD request
- Minor
 1. Minor fixes to the current functionality (Approximately 2 per month)
 2. Troubleshoot and fix errors returned by the application

**ATTACHMENT II
CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT:

DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below:

(Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: (required) _____

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

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative _____ DATE _____

**ATTACHMENT III
SAMPLE CONTRACT**

CONSULTING SERVICES CONTRACT

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

**PURCHASE ORDER NO. xxxxxxxxxx
STATEWIDE**

**FEDERAL PROJECT NOS.:
LA-18-X026; LA-18-X027; LA-18-X028; LA-18-X029; LA-80-0016; LA-80-0017; LA-80-0018**

STATEWIDE TECHNICAL ASSISTANCE FOR TRANSIT (STAT)

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

Registration Link:

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

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

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

80101500 For Consulting/Professional Services
81112000 For any services that include Computer Elements
43231500 For Software License and Maintenance Agreements
81102200 For Engineering and Related Services

On this _____ day of _____, 20xx, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and [Contractor's name and legal address], hereinafter sometimes referred to as "Contractor", do hereby enter into a Contract under the following terms and conditions.

1. SCOPE OF SERVICES

1.1 **CONCISE DESCRIPTION OF SERVICES**

The work to be undertaken under this contract shall consist of the work tasks specified in **Exhibit A (attached)** which is attached hereto and made an integral part hereof. The attached work tasks are general in scope and the final determination of the completeness of each task will be determined by the Project Manager to be assigned by DOTD.

All matters relating to this contract will be processed through a "Project Manager" who will be identified in the "**Notice to Proceed**" with the work.

FEDERAL PROJECT NOS. LA-18-X026; LA-18-X027; LA-18-X028; LA-18-X029; LA-80-0016; LA-80-0017; LA-80-0018 have been assigned to this contract for identification purposes. All correspondence, invoices, progress reports, etc., submitted to DOTD in connection with this contract shall be identified by these project numbers.

1.1.1 **GOALS AND OBJECTIVES**

By entering into this contract with the DOTD, it is settled that the required services, planning, compliance, monitoring services for the DOTD's Fixed Guideway Safety & Security Program and Federal requirements for FTA State Management Review, publishing of the Louisiana Transitions newsletter, and LADOTD Public Transportation website maintenance as needed will be completed.

The specific goals and objectives include the following:

- Develop online grant applications and annual compliance review questionnaires to be submitted through electronic submission for ALL Public Transportation programs.
- Update the Title VI Plan and tracking of Title VI data for transit providers statewide.
- Update the State Management Plan for all Public Transportation programs (E&D, Rural, JARC, & New Freedom).
- Provide assistance to DOTD with its duties as the State Safety Oversight agency, NORTA (New Orleans Regional Transit Authority) for fixed guideway programs in Louisiana.
- Provide guidance in developing fixed guideway audit documents for submission to FTA.
- Facilitate the coordination meetings for the Human Service Coordinated Transit Work Group which focuses on resolving the identified issues of HCR 181 (previously HCR 131)
- In coordination with the DOTD Public Transportation Section, manage the paperwork flow between NORTA and DOTD regarding NORTA's compliance with DOTD State Standard on Fixed Guideway operations.

- Assist DOTD at meetings with NORTA regarding fixed guideway safety and security compliance.
- Publish Louisiana Transitions newsletter
- LADOTD Public Transportation website maintenance as needed
- Update the LADOTD Agency Administrative Handbook to include detailed information on topics including, but not limited to DBE, construction criteria, and miscellaneous equipment (ex. cameras, generators, pressure washers, and etc.)
- Provide monitoring for performance of the LASWIFT Intercity Bus Service

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 Services and are identified as:

(1) Contractor shall make available to DOTD technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in Exhibit A, Scope of Services, in the manner described herein. Each such task will be considered complete when the completion criteria, as defined in the applicable tasks, are met.

(2) Each Task specified in Scope of Services contains, at a minimum, a description of the task, a Statement of the Contractor's responsibilities, completion criteria, and a list of deliverable items (if any). The aggregate of the costs for all Task Schedules shall not exceed the maximum fee stated in the Compensation section of this contract.

(3) The Contractor agrees to perform the services for which the Contractor is responsible, that Contractor to accomplish this work in the manner stated in the Scope of Services, and to provide the deliverable items as required. This performance is predicated, however, on DOTD meeting its responsibilities in the manner described in the Scope of Services.

1.1.3 **MONITORING PLAN**

The *DOTD Program Specialist 4 position# 8511* will monitor the services provided by the **contractor** and the expenditure of funds under this contract. The DOTD Program Specialist 4 position# 8511 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:

During the progress of the work, representatives of the DOTD, the FTA and of other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Contractor in conducting this project.

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 which are as follows:

(1) *General.* Except where this Contract provides otherwise, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in Scope of Work.

(2) *Submittal and Review.* Upon written notification by the Contractor that a Deliverable is completed and available for review and acceptance, DOTD will review the Deliverable within 10 business days after the Deliverable is presented to DOTD Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

(3) *Notification of Acceptance or Rejection.* If DOTD disapproves a Deliverable, DOTD will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. With respect to disapproved Deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by DOTD for completed tasks is contingent upon correction of all such deficiencies and acceptance by DOTD.

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

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

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

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor's control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD. The Contractor Resources should be as follows:

(1) *Project Staff.* Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in Scope of Work.

(2) *Contractor's Personnel.* DOTD reserves the right to disapprove the continuing assignment of Contractor's personnel provided under this Contract. If DOTD exercises this right, and the Contractor cannot immediately replace the disapproved personnel, DOTD agrees to an equitable adjustment in schedules that may be affected hereby.

The Contractor shall not remove, replace or substitute any key personnel assigned to this contract without the prior written consent of the DOTD. DOTD will not unreasonably withhold or delay consent if the Contractor offers an equally qualified replacement. In the event that any of the Contractor's personnel become unavailable due to resignation, illness or other factors outside of the Contractor's control (excluding assignment to a project outside the contract), the Contractor

shall be responsible for providing an equally qualified replacement, subject to DOTD's approval, to avoid delays in completing tasks.

(3) Any special resources identified in Scope of Services shall be provided by the Contractor.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on **[Date]** and shall terminate on **[Date]**, unless modified by a fully executed supplemental agreement. 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

DOTD Program Specialist 4 position# 8511 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.

2.3 TAXES

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

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS
--

3.1 COMPENSATION

Compensation to the Contractor for the services rendered in connection with this contract will be made at Billable rates and other detailed costs specified in the Contractor's proposal, for a maximum limitation of \$_____ [including Direct Expenses] for the actual work performed.

The approved billable rates for each classification are as follows:

<u>Classification</u>	<u>Rate</u>
Principal	
Project Manager	
Sr. Transportation Planner	
Transportation Engineer	
Transportation Planner II	

Transportation Planner I	
Clerical	

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://doa.louisiana.gov/osp/travel/travelpolicy.htm>

3.2 **PAYMENT TERMS**

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

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.

Other detailed costs including travel expenses are inclusive of the maximum limitation. Payments for other detailed costs including travel which are not covered as an item of overhead will be based on receipt of a certified billing statement reflecting the detailed costs and travel expenses to the Contractor with no override for handling. The allowable costs shall be in accordance with the cost principles and procedures set forth in Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures for State and Local Governments.

All costs charged to the project shall be supported by applicable documentation which is to be retained by the Contractor in the official project file. Such documentation shall include copies of employee time sheets, and invoices for other direct costs (telephone, materials, travel expenses, etc.) charged to the project. The official project file, subject to inspection and audit by the DOTD and/or Legislative Auditor, FTA, the U.S. General Accounting Office or other federal agency, shall be retained for a period of five (5) years from the date of final payment, as determined by DOTD.

The original and three (3) copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by a principal member of the Consultant’s firm.

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

3.2.1 PROMPT PAYMENT

The contractor agrees to pay each subcontractor under this prime contract within fourteen (14) calendar days after receiving payment from LA DOTD for amounts previously invoiced for work performed or materials furnished under the Contract. Failure to pay subcontractors within

fourteen (14) days will be considered in the review of the Contractor's performance of the contract and may result in the withholding of payment to the Contractor.

Under no circumstances shall a contractor appropriate for its own use any DOTD Federal Transit Administration funds intended for the subcontractor transit provider without prior approval from DOTD.

4.0 TERMINATION

4.1 *TERMINATION FOR CAUSE*

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the DOTD and all payments required to be made to the Contractor have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD as a consequence of the failure of the Contractor to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By satisfactory completion of all services and obligations described herein.
5. By the DOTD by giving thirty (30) days prior written notice to the Contractor in writing and paying for all previously completed work.
6. By the DOTD due to withdrawal of Federal or State funding for the project.

If termination is made by the DOTD under condition 5 after work has started, the Contractor will be paid for all detailed costs including travel expenses incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

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.

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY
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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.

The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, donation or novation), without prior written consent of DOTD, provided however, that claims for money due or to become due to the Contractor from DOTD may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to DOTD and to the Office of Contractual Review, Division of Administration.

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

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

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

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

5.1 ***CLAIM FOR LIENS***

The Contractor shall hold the DOTD harmless from any and all claims for liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

6.0 CONTRACT CONTROVERSIES

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

7.0 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.

8.0 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 and shall be delivered to DOTD within thirty (30) days of the completion or termination of this contract.

In addition, all data sources collected by the Contractor and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, will be available for examination by the DOTD. The Contractor will also make available to the DOTD, in summary form, all updated planning data. The data source documents must be retained by the Contractor for a period of three (3) years; however, prior to the disposal of any data the Contractor shall obtain the prior written approval of the DOTD.

9.0 ASSIGNMENT

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.

10.0 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.

A post-audit shall be conducted by the DOTD Audit Section to determine compliance with the terms of this contract and eligibility of contract expenses for which reimbursement was received. This audit shall be made in accordance with generally accepted auditing and accounting procedures, including the Government Auditing Standards set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), and state travel regulations in effect during the contract period, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD Audit Director. Final payment for these costs will be adjusted after completion of the project to reflect the actual work performed and the direct

expenses experienced by the Contractor during the course of the contract, and as determined by the Department's Audit Section following the post audit of the contract. However, in no event shall such an adjustment allow the contract costs to exceed the maximum limitation imposed thereon.

The Contractor may request (through the Project Manager) an interim audit to be performed halfway through the contract period if at least half of the total contract amount has been expended.

11.0 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.

Any changes, extensions or modifications in the scope of services required under this contract will require a fully executed supplemental agreement to this contract, however, no such extension can be approved that would cause the contract to exceed thirty six (36) months. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

12.0 CONFIDENTIALITY OF DATE

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.

13.0 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for

inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

The term "subject data" used in this section means recorded information whether or not copyrighted that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. Examples include but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of this Contract:

(1) Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part or in any manner or form nor may the Contractor authorize others to do so without the written consent of the DOTD until such time as the DOTD and the Government either release or approve the release of such data to the public.

(2) As authorized by 49 CFR ' 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal Government purposes:

(a) Any subject data developed under a grant, cooperative agreement, sub grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained, and

(b) Any rights of copyright to which the DOTD or the Contractor purchases ownership with Federal assistance.

(c) When FTA provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is generally FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in Section b.(2)., above, FTA may make available to any FTA recipient, sub recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Contract or a copy of the subject data first produced under this Contract. In the event that such a Project, which is the subject of this Contract, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in Section a. above of this Contract and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment.

(d) Unless prohibited by State law, the Contractor agrees to indemnify, save and hold harmless the DOTD and the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify the DOTD and the Government for any such liability arising out of the wrongful acts of employees or agents of the DOTD and/or Government.

(e) Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) The requirements of b, c., and d., above, of this Contract do not apply to material furnished to the Contractor by the DOTD and incorporated in the work carried out under the Contract; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

14.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

15.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

The Contractor shall comply with applicable Federal, State and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this contract.

The following requirements apply to this contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. ' 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. ' 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. ' 12132, and Federal transit law at 49 U.S.C. ' 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, sexual orientation, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. '2000e, and Federal transit laws at 49 U.S.C. '5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. ' 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. "623 and Federal transit law at 49 U.S.C. '5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. ' 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.1 *DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISES (DBE)*

(a) Policy. It is the policy of the U.S. Department of Transportation and the Louisiana D.O.T.D. that Disadvantaged Business Enterprises as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, age, sex, or physical handicap in the award and performance of subcontracts.

It is further the policy of D.O.T.D. to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvements in all phases of D.O.T.D. procurement activities are encouraged.

(b) DBE Obligation. The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Contract. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, D.O.T.D. may declare the Contractor noncompliant and breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with D.O.T.D. DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of D.O.T.D. and will be submitted to D.O.T.D. upon request.

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

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the 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.

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, 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.

17.0 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.

18.0 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.

19.0 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.

20.0 DELAYS AND EXTENSIONS

The Contractor will be given an extension of time for delays beyond its control or for those caused by tardy approvals of work in progress by various official agencies, however, no such extension can be approved that would cause the contract to exceed thirty six (36) months. If, in the opinion of the DOTD's Deputy Secretary, circumstances indicate a need for re-negotiation, then the fees stipulated herein for work accomplished after the delay period will be subject to re-negotiation. It will be the responsibility of the Contractor to request re-negotiation promptly and no fee adjustment will be made for work performed prior to such request.

21.0 ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. " 6321 et.seq. (Public Law 94-163).

22.0 PATENT RIGHTS

If any invention, improvement or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the DOTD immediately and provide a detailed report. The rights and

responsibilities of the DOTD, the Contractor and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

23.0 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the DOTD shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24.0 MEMBERS OF AND/OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 432, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

25.0 SUBLETTING ASSIGNMENT OR TRANSFER

This contract, except as set forth herein, shall not be transferred, assigned or sublet without the prior written assent of the DOTD. Any subcontract awarded must therefore be made in accordance with FTA Circular 4220.1C and receive DOTD written approval prior to execution. The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the state may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

26.0 ACCESS TO RECORDS

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of project completion as determined by the DOTD for inspection by the DOTD and/or Legislative Auditor, FTA, the U.S. General Accounting Office or other Federal agency and copies thereof shall be furnished if requested.

An OMB Circular A-133 single audit applies to Contractors who expend \$300,000 or more in a year in federal awards. A Contractor who expends less than \$300,000 shall arrange for an annual financial audit to be conducted in accordance with generally accepted Government Auditing Standards issued by the Comptroller General of the United States and shall furnish a copy of the audit report to the DOTD within thirty days after the completion of the audit, but no later than one year after the end of the audit period. Failure to comply with this requirement may result in DOTD's withholding of contract payments.

27.0 CLEAN AIR REQUIREMENTS

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. " 7401 et seq. The Contractor agrees to report each violation to the DOTD and understands and agrees that the DOTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

28.0 CLEAN WATER REQUIREMENTS

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

29.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.0 DEBARMENT AND SUSPENSION CERTIFICATION

- (1) The Contractor must sign the Certification Regarding Debarment, Suspension, and Other Responsibility Matters which is incorporated herein by reference. **(See Exhibit B)**
- (2) The Contractor shall include the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction in all subcontracts and lower-tier covered transactions and in all solicitations therefore and shall furnish such executed Certifications to the DOTD.

31.0 LOBBYING CERTIFICATION

- (1) The Contractor must complete and sign the Certification Regarding Lobbying which is incorporated herein by reference. **(See Exhibit C)**
- (2) The Contractor shall include the Certification Regarding Lobbying in all subcontracts which exceed \$100,000 and shall ensure that such subcontractors certify and disclose accordingly.

32.0 PROGRAM FRAUD AND/OR FRAUDULENT STATEMENTS
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(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. " 3801 et seq. and U.S.DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. '5307, the Government reserves the right to impose the penalties of 18 U.S.C. '1001 and 49 U.S.C. '5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

33.0 INCORPORATION OF FTA TERMS
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The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DOTD requests which would cause DOTD to be in violation of the FTA terms and conditions.

34.0 WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in Statement of Work.

35.0 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in the Compensation Section of this contract.

36.0	COMPLETE CONTRACT
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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.

37.0	ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
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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:

Witness for First Party

BY: _____
Contractor

TITLE:

Witness for First Party
(Typed or Printed name)

Federal Identification Number _____

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____
Secretary

Recommended for Approval By:

Witness for Second Party

Division Head

Exhibit A

**SCOPE OF SERVICES
FUNCTIONAL AND TECHNICAL REQUIREMENTS**

(To be included during Contract Phase)

EXHIBIT B
Government-Wide Debarment and Suspension (Non-Procurement)
49 CFR Part 29 – Executive Order 12549

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation and Development (DOTD) may pursue available remedies, including suspension and/or debarment.
2. The lower tier participant shall provide immediate written notice to DOTD if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact DOTD for assistance in obtaining a copy of those regulations.
4. The lower tier participant agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DOTD.
5. The lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, DOTD may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49CFR'29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such participant shall attach an explanation to this proposal.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. "3801 et seq. are applicable thereto.

_____ Signature of Contractor's Authorized Official This _____ day of _____, 20__

_____ Name and Title of Contractor's Authorized Official

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
(49 CFR – Part 20)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
_____ Name and Title of Contractor's Authorized Official
_____ Date