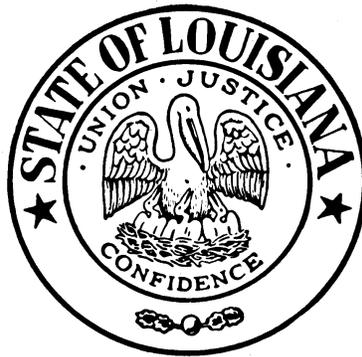


**LOUISIANA DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

**State Project No. 737-99-0927
SPECIFIC SERVICE (LOGO) SIGNING PROGRAM**

Request for Proposals



August 22, 2008

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information	Section 1.0	3-6
Administrative Information	Section 2.0	7-8
Proposal Information	Section 3.0	8-9
Scope of Work/Services/Contract Specifications	Section 4.0	9-15
Records and Reports	Section 5.0	15-18
Selection and Award	Section 6.0	18-19
Responsibility of the Vendor	Section 7.0	20-22
DOTD Requirements	Section 8.0 – 16.0	22-24
Bases of Award	Section 17.0	24-28
Payment for Services	Section 18.0	28-32
Appendix A	Attachment I	33
Sample Consulting Services Contract	Attachment II	34-37

1.0 GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified proposers who are interested in providing all aspects of the Specific Services (Logo) Signing Program. This shall also include the DOTD RV Friendly, Major Shopping Center Signing, and TODS (Tourist Oriented Directional Signs) Programs. DOTD requires the services of one (1) consultant to market, install, and maintain, at the consultant's expense, a Logo Sign Program for Interstate highways and freeways to provide business signs to be displayed on "Specific Service Sign Panels" relating to gas, food, lodging, camping, and attractions on the right-of-way of portions of selected limited access Interstate highways and freeways.

The successful proposer shall be required to make certain payments, lump sum or a percentage of gross receipts, whichever is greater to the State. Proposers are advised that this project shall not include any payments from the State to the consultant, i.e. that the State will not pay the consultant for the services to be provided under the contract.

The successful proposer will be awarded a statewide contract for the Logo Signing Program for Interstate Highway and Freeways. The expected services are described in Scope of Work/Services of this RFP.

The intent of this RFP is to award a contract to that responsible and responsive proposer whose bid conforms to this RFP, and offers the highest dollar guarantee to the Louisiana Department of Transportation and Development.

1.2 Background

The Louisiana Department of Transportation and Development (DOTD) is seeking bids from qualified consultants capable of administering all aspects of the Specific Services (Logo) Signing Program (Logo Signing). Program administration includes, but is not limited to, marketing the program, fabrication, erection, and maintenance of the Logo Signing Program to provide motorists with directional information to business establishments offering gas, food, lodging, camping and/or attraction services.

1.3 Supporting Documents

There are many requirements that must be integrated into the program by the successful Consultant. These include, but are not limited to <http://www.legis.state.la.us/lss/lalaws.htm> Louisiana Revised Statute Title 48:274.1 and Act 137 of 2005 Louisiana Legislature, Louisiana Administrative Code Title 70, Part III, Section 101 to 113, DOTD Signing Details and may be accessed at the above link(s).

1.4 Goals and Objectives

The installation of specific service signs within the highway right-of-way has been authorized by the Federal Highway Administration (FHWA) to provide travelers with business identification and directional information. Specific service signing along interstate highways and freeways is known as LOGO signing and is limited to identifying gas, food, lodging, camping and attraction services available at intersecting roadways.

The Logo Sign Program started in 1986 and has been managed by DOTD since then.

The successful consultant shall establish contracts with the business participants using a standard lease contract developed by the consultant.

The participants pay the consultant for the placement of the panels on the business signs.

Rates which the consultant can charge businesses to have sign panels placed on business signs are listed in Payment for Services Section. At the end of the year the consultant delivers a lump sum (bid price quoted) or 10% percent of that gross revenue (whichever is greater) to the Louisiana Department of Transportation and Development. The amount retained by the consultant is compensation for the work performed.

The actual allowed rates being charged to participants are established in RS 48:274.1 at www.legis.state.la.us/lss/lalaws.htm and bid proposal section entitled Payment for Services.

Prior to the beginning date of the contract, the latest list of signs needing repair will be provided.

1.5 DEFINITIONS

Standard Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. May - The term “may” denotes an advisory or permissible action.
- C. Should – the term “should” denotes desirable.
- D. Consultant – Any person having a contract with a governmental body.
- E. Agency – The Louisiana Department of Transportation and Development.
- F. State- The State of Louisiana.

Specific Definitions

Business- A motorist service commercial establishment that provides fuel, food, lodging, camping or attraction services to the motoring public.

Business Day (Work Day) - Monday through Friday not including official State Holidays.

Business Sign - A separately attached sign mounted on the rectangular Specific Service Sign Panel to show the brand, symbol, logo, trademark, or name, or combination of these, for a motorist service available on a crossroad, at or near an interchange or an intersection.

DOTD – Louisiana Department of Transportation and Development

Exit Ramp - A one-way connecting roadway designed to carry vehicles exiting a roadway onto another roadway.

Formal Date of Award - Effective date of purchase order and work initiation. This date is anticipated to be on or about October 1, 2008.

Freeway - A divided highway for through traffic with full control of access, and typically, grade separated at crossroads. This may include portions of the Interstate System.

General Motorist Service Sign - DOTD sign, which displays either a symbol or the words: food, phone, and gas/fuel, lodging and / or camping.

Gross Income - All money collected or owed by businesses involved in the program for leasing the space for the business signs and associated exit ramp signs, sign fabrication and maintenance.

Interchange - A grade separated intersection with one or more roadways to provide movement between roadways.

Intersection - The general area where two or more roadways join or cross at grade to facilitate movement between roadways.

Logo - A single or multicolored symbolic design unique to a product, a business or a service facility; a national, regional or local commercially recognized pictorial reference to a specific product, service or business used as a means of identification of a business's products, services or business.

Major Shopping Area – Shopping areas that meet specific criteria, and located within 3 miles of an Interstate interchange with an eligible urban highway.

Mainline Sign - A sign along the highway in advance of the interchange containing information about a business that has a business sign.

MUTCD - Manual on Uniform Traffic Control Devices, as periodically published and revised by the USDOT, Federal Highway Administration.

Program - Logo Sign Program for Freeway and Interstate Highways, which shall include, but not be limited to, all work and/or materials supplied under the Contract.

Program Manager - The director of the Program as designated by DOTD. Also referred to as the State Contract Manager.

POC – Point of Contact

Ramp Sign - A sign along the exit ramp containing information about a business that has a business sign. Also contains direction arrow and mileage to business.

Revenue - The percentage of gross income that is delivered to the State on an annual basis. The amount is a lump sum or a percentage of gross income, whichever is greater.

RV Friendly – Those businesses that can accommodate large recreational vehicles by meeting specific facility and access criteria.

Service - A facility used by motorists; namely fuel, food, lodging, camping and attractions.

Specific Services Sign Panel - A rectangular metal sign panel consisting of the words fuel, food, lodging, camping, attractions and exit number information on which a business sign(s) is mounted. This term also includes mounting hardware and appropriate posts.

Tourist Oriented Directional Signs (TODS) – Official signing located within the state right-of-way giving specific directional information regarding tourist activities.

Traffic Control Plan – The method and means of informing, directing, and regulating traffic when various construction or maintenance activities are being performed on highway right-of-way by Consultant

Trailblazer Sign - A sign along an intersecting minor highway containing information about a business that has a business sign. Typically used between ramp sign and business to denote required turns along the route.

1.6 Current Environment

The state currently operates the Information Logo Sign Program which includes RV Friendly Designations. The new vendor awarded the contract from this RFP will be required to begin marketing, planning, organizing, directing, and controlling all activities related to the Logo Sign Program immediately upon award.

2.0 ADMINISTRATIVE INFORMATION

2.1 Administration of the Logo Sign Program shall include planning, organizing, directing, and controlling all activities in the Logo Sign Program to assure systematic orderly program progress. All activities are to be coordinated with the Louisiana DOTD Logo Program Manager.

2.2 *RFP Coordinator*

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

Mr. Edward R. Wedge, III, 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) 379-1859

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand> <http://wwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 *Proposer Inquiries*

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

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

2.4 *Calendar of Events*

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 22, 2008

Mandatory Pre-Bid Conference	August 25, 2008
Deadline for receiving proposer inquiries	August 27, 2008
Issue responses to proposer inquiries	September 3, 2008
Proposal submission deadline	September 15, 2008
Announce Award of "Successful proposer"	on or about week of September 19, 2008
Contract execution	on or about week of October 1, 2008

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 Background/Experience. The proposer must describe the following:

- Experience as a prime contractor. Proposer should identify any subcontractors they intend to hire.
- Qualifications and experience of personnel to be assigned to the Program. Proposer may include resumes and description of the responsibilities of each key person.
- Experience with similar programs.

3.2 Be in good financial standing, and current in payment of all taxes and fees (e.g., state franchise fees). The DOTD reserves the right to request the latest financial statement.

3.3 Describe your record keeping, billing and reporting systems. Describe your proposed sign inventory management system. Include mock-ups of typical status and inventory reports.

3.4 Be familiar with all requirements of both Federal and State laws which apply to the Louisiana Logo Program.

3.5 Describe how your proposal meets the objectives of the Program to benefit the motorist, minimize blank signs, and provide customer satisfaction.

3.6 Proposals may include any additional information that is relevant to this proposal or consultant qualifications.

3.7 Failure to submit all of the required response information, as listed in Section 5, will result in disqualification of the proposal. The submission shall be in the following format: The proposer shall submit one original (marked "Original") and seven reproduced copies (marked "Copy") in three ring binders (not spiral bound) with a minimum font size 10, and tab-indexed. The submission should be limited to a maximum of 35 pages (excluding tabs) using one-sided white bond paper.

3.8 Proposal Response Location

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

4.0 SCOPE OF WORK/SERVICES/CONTRACT SPECIFICATIONS

4.1 Scope of Work/Services/Contract Specifications

This specification seeks proposals from qualified entities to operate the Information Logo Sign Program under the administration of the Louisiana DOTD. This program consists of the marketing, manufacturing, installation and maintenance of Specific Information Logo Signs (LOGO). This shall also include the DOTD RV Friendly, Major Shopping Center Signing, and TODS (Tourist Oriented Directional Signs) Programs.

The continuation of this contract is contingent upon the continuation of the Louisiana Department of Transportation and Development's (DOTD's) authority to conduct the logo sign program. At the time of RFP issuance, DOTD believes that the Logo Sign Program will continue for the duration of the contract.

All day-to-day business with the DOTD, unless otherwise indicated, shall be addressed to:

Outdoor Advertising Manager
Office of Outdoor Advertising, DOTD
7686 Tom Drive
Baton Rouge, LA 70806

Business phone numbers: 225-935-0156, Fax: 225-935-0262

Alternative notification or problem resolution:

Traffic Operations Administrator
7686 Tom Drive
Baton Rouge, LA 70806

Business phone numbers: 225-935-0131, Fax: 225-935-0262

4.2 Existing Program Assets

A document listing all existing sign locations, structures, sign supports and participating vendors will be available **at the mandatory pre-bid Conference.**

4.3 Responsibilities of the Parties

DOTD Responsibilities

DOTD will be responsible for Consultant oversight to assure that all items of work required in the contract and bid proposal documents are performed in accordance with applicable Louisiana statutes, DOTD regulations, policy, specifications, and standards.

This oversight will include but is not limited to the following:

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

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

DOTD will coordinate with the Consultant to achieve an orderly and efficient transfer of current Logo program administration, construction, and maintenance, including records, documents, etc.

DOTD will review and approve all required submittals including permits, quarterly, and annual reports, marketing materials, press releases, work schedules, traffic control plans, and sign layout details.

DOTD will review and approve fieldwork including new sign locations, refurbished signs and replacement of failed business signs.

DOTD will coordinate DOTD construction and maintenance activities that impact Logo sign program activity.

DOTD will provide any damage related information, including accident reports.

4.4 Consultant's Responsibilities

4.4.1 Marketing

The Consultant shall maintain an office in Louisiana in the Baton Rouge area. The office shall be adequately staffed and equipped to maintain all phases of the Logo sign program for the life of the contract, including required documents and reports. This office shall maintain, at a minimum, regular business hours of 8:00 am to 4:00 pm, Monday thru Friday. This office shall also be equipped with telephone service including an answering machine for 24-hour service and an 800 number for long distance service use by businesses or other interests.

The Consultant shall develop brochures and/or information packets to advise new business contacts and current business participants of program details such as eligibility requirements, current fees, and process of participation or continued participation. This should consist of initial mail-out information followed by face-to-face marketing.

The Consultant shall conduct all phases of the marketing process in a manner consistent with good business practices to promote customer satisfaction. The businesses shall be provided a formal process to register complaints or satisfaction.

The Consultant may use news releases to provide general information concerning the change from state administered to contract administration and revised processes of participation.

4.4.2 Asset Verification

The Consultant shall validate all existing program assets as provided in Section 4.2.

4.5 Construction

DOTD reserves the right to place regulatory and guide signing without limitation, thus require the movement or possible removal of Logo signs. The Consultant, at its expense, will be responsible for the removal and relocation of Logo signs as directed by the DOTD.

4.6 Schedule of Expansion and Modifications

Consultant shall be responsible for yearly expansion or modifications of the LOGO signing program. A minimum of 1,000 square feet of sign backgrounds must be replaced due to age, expansion or in lieu of existing temporary signs each year the contract is in effect. The Consultant shall also install a minimum of 20 mainline and 20 ramp posts, for each year of the contract to replace existing wood or u-channel supports. These installations will be completed in accordance to DOTD Standard Specifications. Furthermore, all locations for expansion or modifications must be approved by the Program Manager prior to the commencement of the work. Any deviation to the above requirements shall be approved by the DOTD.

Marketing efforts of the Consultant will require new signs to be installed and modification or removal of existing signs. DOTD has only estimated the quantities included in this invitation. It is the responsibility of the Consultant to perform necessary business and sign inventories and integrate new sign construction or modifications into the quantities listed in the Schedule of expansion and Modifications.

All new construction of Logo sign structures shall be constructed and installed according to the specifications noted below:

- A. In installing and upgrading Logo signs the consultant shall be governed by and adhere to the following programmatic and/or design documents, as existing or as may subsequently be amended:

<input type="checkbox"/> 1	Manual on Uniform Traffic Control Devices (MUTCD), FHWA, USDOT, Section 2F, Specific Service Signs
<input type="checkbox"/> 2	DOTD Traffic Control Details
<input type="checkbox"/> 3	DOTD Standard Sign Details
<input type="checkbox"/> 4	DOTD Standard Specifications for Roads and Bridges

Documents 2, 3 & 4 above are available for purchase in hard copy through the Louisiana Department of Transportation and Development or may be downloaded from the DOTD website: <http://www.dotd.state.la.us/> Note: Copies of the Louisiana Standard Specifications for Roads and Bridges Book, 2006 Edition, may be obtained for a cost of \$20.00 from the following: La. Dept. of Transportation and Development, Headquarters Administration Building – Room 100, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802. Mail orders should be sent to La. Department of Transportation, General Files Unit, P. O. Box 94245, Baton Rouge, La. 70804-94245. General Files may be reached at 225-379-1107.

Document 1 is available from the FHWA website at: <http://mutcd.fhwa.dot.gov>

All signs and posts which are removed and not reinstalled are considered non- salvageable and shall become the property of the Consultant.

B. DOTD-installed General Motorist Service Signs existing at the start of this Contract shall remain in place until Business Signs have been leased and specific service sign panels have been installed by the consultant. The consultant shall remove the General Motorist signs.

Approval Required (Right Of Way Entry) –

Prior to the start of the construction, the consultant shall submit a complete set of site plans to the DOTD Program Manager. The site plans must include the following, but are not limited to:

- a. Existing utility locations.
- b. Traffic control plans.
- c. Placement of all signs, including offset from highway.

Upon receipt of site plans, the Program Manager will forward the information to the appropriate DOTD District Engineer Administrator, and the Traffic Engineering Division Administrator. The Traffic Engineering Division and the Program Manager will review the site plans with respect to the existing signs, sign placement, and traffic control plans, and then issue the approved site plans.

For each instance in which right-of-way entry is requested, the consultant shall fax desired dates and locations to the Program Manager at least forty-eight (48) hours prior to the proposed entry. Oral approval from the Program Manager shall suffice for all right of way entry requests that pertain to shoulder and off roadway work.

Lane closures must be approved by the Program Manager for each instance of closure and shall require submission of Traffic Control Plans particular to that location. Seventy-two (72) hours

notice is required. Lane closures for any work during the periods of 5 am until 10 am and 3 pm until 6 pm may be denied by DOTD.

In the event a lane closure is not required, the consultant shall be required to furnish all Traffic channelization and required signage.

Traffic control shall be in accordance with applicable DOTD Traffic Control Details. All materials and equipment required for the above shall be at consultant's expense.

Within ninety (90) days of completion of the construction of all signs within an interchange, the consultant shall submit to the Program Manager, two (2) copies of the as-built plans of the consultant's erected structures.

4.7 *Maintenance*

The Business and Specific Service Sign Panels and Ramp Signs shall be maintained by the consultant in a manner that is a distinct benefit to the safety of the traveler, and benefit to the participating businesses. The consultant shall clean up and remove graffiti, clean the panels, supply replacement parts and provide all general maintenance of the sign panels. The consultant shall inspect sign panels monthly, and shall repair, as needed, any damaged or broken parts within ten business (10) days after the consultant becomes aware of the damage. Inspectors' logs of monthly inspections shall be kept by the consultant for inspection by DOTD. Businesses not open year-round shall have their business signs removed at the end of their business season by the consultant.

The consultant shall maintain and repair damaged signs irrespective of any provisions or arrangements that may be contained in the lease agreements with its customers. All damaged signs in the program shall be replaced by the consultant at no cost to DOTD. All accident reports involving damage to a LOGO will be sent to the consultant. Any action to seek reimbursement as a result of the accident is the responsibility of the consultant. The consultant shall establish and maintain a clear line of sight including removal or trimming of any obstructive vegetation for all new and existing signs to allow full view by an approaching motorist of total sign surfaces at the distance of 1,000 feet.

The method of measuring or providing sight distance is indicated in existing rules as stated in the Manual on Uniform Traffic Control Devices, Chapter 2F.02, Figure 2F-2. Appropriate approvals shall be obtained from the controlling jurisdiction prior to any tree, limb, brush, vegetation or any other clearing operations.

4.8 *Administration*

The consultant shall provide the DOTD Program Manager with a copy of the consultant developed standard agreement between the consultant and the participants. The lease fee to

customers and potential customers (including any fees or costs for logo sign fabrication or procurement) for the display of signs on specific service sign panels shall be uniform. In addition, these fees shall be in writing and available to the public upon request. All costs shall be clearly stated in each individual lease. No customer shall receive a special rate, fee waiver or any other special terms. A standardized agreement shall be entered into with each business entity that joins this program to have business sign(s) displayed.

The Gross Income upon which the consultant must pay the percentage bid in his bid proposal shall include all fees or costs contained in the lease agreement.

No cash, miscellaneous transactions or accounts shall be permitted. Itemized receipts shall be given for all money received.

Construction Priority-

Priority for construction of sign panels within interchanges and intersections shall be determined by the economic feasibility of placing sign panels at a given interchange or intersection, and by the traveler's needs. The DOTD Program Manager may direct the consultant to erect sign panels with business signs at any particular interchange or intersection.

Business Criteria-

Criteria for Specific Service Sign Panels shall comply with provisions of the MUTCD as presently existing (and subsequently amended) and by laws, rules, and regulations contained at www.legis.state.la.us/lss/lalaws.htm.

New Business Sign Denials-

The consultant, through its marketing materials, must advise the businesses of their opportunity to appeal to DOTD, should a business be denied a business sign.

Existing Business Sign Non-Payment-

Should a business that has contracted for a sign be behind in payments for a business sign, the consultant shall pay the DOTD as if it had received all the payments on a timely basis.

Business Appeals-

The consultant shall plan, organize, direct and control all activities in the Program to ensure systematic and orderly progress in the establishment and operation of the Program. Participation of businesses in the Program shall be governed by the standards set forth at www.legis.state.la.us/lss/lalaws.htm or as may be established by any subsequent regulation. The consultant shall select each eligible business in accordance with these standards and shall use its best efforts to ensure that businesses are fairly selected and enrolled in the Program. In the event that any business disputes the consultant's decision concerning selection, the consultant shall make a bona fide effort to resolve the dispute in a timely manner. In the event that the consultant is unable to resolve the dispute, it shall promptly provide written notice to the complaining business that it may seek an informal hearing before the DOTD to resolve the dispute. A copy of this notice shall simultaneously be sent to the Program Manager. The consultant shall also

provide copies of its files on the matter to the complaining businesses and the Department. If requested by the Department, the consultant shall attend and participate in the informal hearing.

4.9 *Special Conditions and Specifications*

Please read the following instructions and special conditions and specifications carefully. Any deviations may cause your bid to be disqualified. All bid prices must be typed or written in ink. Any corrections or other forms of alteration to prices should be initialed by the proposer. This bid is to be manually signed in ink. Failure to do so will cause rejection of your bid.

4.10 *Contract*

Contract for furnishing Specific Service (Logo) Signing Program as requested in accordance with provisions set forth for the sixty (60) month period as specified herein.

4.11 *Contractual Period (Refer to Section 18.3)*

It is the intent of the State of Louisiana and the Department of Transportation and Development to award this contract for a period of five (5) years beginning on October 1, 2008. The first billing by the consultant shall be for the period from July 1, 2008 through June 30, 2009 to participating businesses. Each successive billing will be in twelve (12) month increments for a total of five years.

4.12 *Mandatory Pre-Bid Conference*

A mandatory pre-bid conference will be held at **(10:00 AM CST August 25, 2008, 7686 Tom Drive, Baton Rouge, Louisiana 70806, Traffic Operations)**Prospective proposers shall participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a bid proposal must have at least one duly authorized representative attend the Proposers Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing via addendum.

5.0 RECORDS AND REPORTS

5.1. Quarterly Report: The reports shall be delivered to the Program Manager by any method, and received by the Program Manager no later than the 15th day of the month following the reporting period.

The following items shall be included:

- a) Names of participating business (both legal entity name and trade name)
- b) Location of business sign by route and interchange number
- c) Gross business sign income by individual business
- d) Gross business sign income by each sign category
- e) Total of gross income collected
- f) Business not paying in a timely manner should be identified
- g) Refunds should be noted, explained and totaled separately and not deducted from the individual receipts. (i.e. refunds are due should signs be removed due to construction)
- h) Participant withdrawals from the program shall be identified.
- i) Participant additions to the program shall be identified
- j) Statement of all problems or potential problems as well as any action taken or anticipated to resolve the problems
- k) Actual or threatened lawsuits concerning the program
- l) Any accidents or injuries, or damage to real or personal property involving the consultant or any other party or the signs during the implementation of the program whatsoever, whether vehicular, employment, or other, related shall be noted and explained in detail.

5.2 Annual Report

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

The Annual Report shall consist of the following:

- a) Summary of the monthly gross income, credits, and net income (adjustments and corrections noted and explained for all items).
- b) Annual gross revenue for that contract year sorted by:
 - Business sign category
 - Exit number
 - Interstate number
- c) List of participating businesses including:
 - Legal entity name

Trade name
Contact person

Mailing address
Billing Address
Address of the advertised business

d) No Logo Business Sign Placement Notice

Listing of Interchanges where there are no participating Businesses.

Interchange
Route Direction
Exit number
Interstate number

e) Report on the number and percentage of the eligible interchanges and intersections completed.

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

5.3 *Permits, Licenses and Taxes*

The consultant shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the operation and administration of the program. When requested, the consultant shall furnish DOTD with evidence indicating that it has complied with the permit, license and tax requirements.

5.4 *Payments*

1. All payments to the State must be payable to the "Louisiana Department of Transportation and Development" attention Program Manager.

Payment from the vendor to the Department for the initial 12 month period ending June 30, 2009 shall be paid by July 15, 2009, with each succeeding 12 month period to be paid in the same manner.

2. If DOTD has not received the payment, the State may, at its option, terminate the contract for cause. This payment shall not be refundable for any reason, including termination of the contract.

5.5 *Period of Agreement*

The term of any contract resulting from this solicitation shall begin on or about October 1, 2008. Subject to the terms and conditions set forth in this RFP, upon contract award, the State through the DOTD, grants the exclusive right to the consultant to construct signs and operate the program.

The consultant shall provide the opportunity for all businesses currently participating in the program to continue in the program.

6.0 SELECTION AND AWARD

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

6.2 An evaluation team will evaluate and score each proposal based on the established criteria.

6.2.1. Respondents shall not contact members of the evaluation team.

Which include:

Mr. Gordon Nelson, Mr. Carl E. Courville, Mr. John Evanco, Mr. Scott Wimmer, and Mr. Darrell R. Johnson

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

6.3 Evaluation shall be conducted in the following Phases:

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

Each proposal will also receive a price score computed as follows: The best offer to the state will receive 20 points and all other offers shall be scored as a percentage of the highest bid times 20.

CATEGORY	HIGHEST POSSIBLE SCORE
1.Oral Presentation and Respondent marketing, management and program development.	50
2. Program objectives and the Administration plan	20
3. The percentages of the revenue to be remitted to the state above the minimum \$150,000.00 requirement	20
4. Company as well as key personnel experience	10
TOTAL:	100

- 6.3.1. Prior to evaluation scoring the DOTD will invite respondent(s) to make oral Presentations to clarify their proposal, demonstrate their solution, and/or provide written clarification of their proposal. DOTD may define specific areas of interest for further discussions. DOTD will advise selected respondents in writing of the date, time and location of the presentation. Each respondent will be given a maximum of one and one-half hours for this presentation.
- 6.3.2 The award may be made to the respondent with the highest overall score based on information submitted with the proposal. The awarded contract will be in effect for one-five year period with up to four additional five-year renewals. Respondent shall note that the contract may not necessarily be awarded to the highest-scoring respondent, but will be awarded to the respondent who provides the best value to DOTD and to the State of Louisiana. DOTD shall be the sole judge of best value. Best value criteria may include, but are not limited to:
 - 6.3.4.1 Responsiveness to and completeness of the solicitation requirements.
 - 6.3.2.1 Proposals representing the best value to the State.
- 6.4 The vendor shall attend a post-award meeting with the DOTD Logo Program Manager and other DOTD representatives within 30 calendar days after the award of the contract. The purpose of this meeting will be to discuss the terms and conditions of the contract and to provide additional information regarding work orders, which may be executed by either party. Further discussion concerning the marketing, manufacturing, installation, maintenance, remittance procedures, vendor reporting and other details related to performance under this contract will be discussed. The vendor shall provide a list of applicable questions and concerns no later than ten working days before the meeting.
- 6.5 Upon receipt of the contract, DOTD will assign an individual who will be the designated DOTD Logo Program Manager. The designated DOTD Logo Program Manager's primary function is the contract administration, which includes, but is not limited to, the following:
 - 6.5.1 Monitoring the vendor's progress and performance, and ensuring that services conform to established specification requirements.
 - 6.5.2 Meeting with the vendor as needed to review progress, discuss problems, and consider any necessary action.
 - 6.5.3 Identifying any breach of contract.

7.0 Responsibilities of the Vendor:

7.1 Louisiana Office

The vendor shall maintain an office in the State of Louisiana. The office shall be accessible via phone and fax for a minimum of 40 hours per week, 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding State holidays. When the office is closed, a recorded message shall be used to inform callers of office hours and any other vital information. The vendor shall also provide a toll-free number at the vendor's office to answer questions, distribute information and receive complaints.

7.2 Complaint Resolution

The vendor shall report all complaints to the DOTD Logo Program Manager within 24 hours of receipt. The complaints shall be resolved within 15 working days and the DOTD Logo Program Manager shall be notified of the resolution.

7.3 Web information

If required the vendor shall provide information to a Louisiana Tourism website for access by travelers for information related to Logo's by Interstate route and exit.

7.4 Permit Renewal

Upon award of the contract, the vendor may begin marketing activities for new and existing participants for Logo Program. Also, execute new and renewal agreements for LOGO's and RV Friendly signs, which may become effective at any time after award of the contract.

7.5 Sign Design

All signs shall be designated and constructed as detailed in the specification requirements.

7.6 Installation of all signs shall be performed only by the vendor or vendor's subcontractor. The vendor or vendor's subcontractor must have prior approval from DOTD before work is performed. Existing signs may not be relocated by the vendor in association with installation of a LOGO sign unless approved in writing by DOTD and at the sole expense of the vendor. Signs shall be installed as detailed in the specification requirements.

7.7 Maintenance

Maintenance of all LOGO and RV Friendly signs shall be performed by the vendor in a manner and condition that is of benefit to the safety of public, and to the satisfaction of DOTD including, but not limited to:

7.7.1 Ensuring signs are legible at all times.

7.7.2 Ensuring that signs are replaced within a reasonable time in accordance with 4.7 should they become damaged.

7.7.3 Ensuring that sign assemblies are removed within a reasonable time as determined by DOTD when no participation agreements exist for the location.

7.7.4 Failure to maintain the signs will be cause for cancellation of the contract.

7.8 Reporting

The vendor shall provide to DOTD a monthly electronic inventory in a format approved by DOTD including, but not limited to, information about businesses and other entities participating in the Logo Program. This inventory shall be updated by the vendor no later than the seventh business day of each month. This database shall include, but not be limited to:

7.8.1 Information on all participating businesses and entities including address, key contacts, phone numbers and location of the signs for each business.

7.8.2 A specific identification number for each sign.

7.8.3 Location information for each LOGO sign including: Highway designation, exit number, direction, and whether it is mainline or ramp.

7.8.4 Installation dates.

7.8.5 Number of LOGO panels installed per assembly.

7.9 Annual Report

An annual report to include, but not be limited to: Number of LOGO assemblies and panels installed, the number of LOGO agreements completed, amount of fees remitted to DOTD, total number of participants, total number of signs (panels and assemblies) installed, and any additional information as requested by DOTD.

7.9.1 Additional reports throughout the year as requested by DOTD.

7.10 Remittance

Proposers offer shall be a minimum of \$150,000.00 (As noted in Title 48 Section 274.1 (2) (a). This payment shall be provided to the Louisiana DOTD on or before July 15, of each contract year. Failure to remit funds as required under the agreement shall constitute justification for DOTD to cancel the purchase order for cause.

7.11 Traffic Control

Traffic Control must comply with Part 6 of the current addition of the MUCTD approved by the Louisiana DOTD.

7.12 Annual Compliance Check

The vendor shall annually verify and document that all participating businesses meet the minimum criteria to qualify for the program.

7.13 Business Rates

The rates shall not exceed those set forth by the laws of Louisiana. That information can be found in the Louisiana Revised Statutes, Title 48, Section 274.1(3)(a-c).

7.14 Interference Due to Highway Construction

The vendor shall advise all business permit holders that highway construction may temporarily interfere with the location and/or visibility of logo signs. If a detour or other construction-related activity interferes with the location or visibility of the business panel's Louisiana DOTD will not be held liable for any reduced efficacy. The vendor is responsible for removing, salvaging, reinstalling or replacing logo signs at no cost to the DOTD before, during an after road construction.

7.15 Interference Due to Other Activities

The vendor shall advise all business permit holders that some activities or circumstances may require the removal or relocation of the logo signs. Such activities include, but are not limited to: new interchanges, new traffic generators, changes in other required signing. If this occurs DOTD is not to be held liable for the removal or relocation of the signs. The vendor will refund to the permit holder the balance of any unearned, prepaid fees.

7.16 The vendor shall designate a primary point-of-contact (POC), who shall be a permanent staff employee. They shall coordinate closely with the DOTD Logo Program Manager to assure efficiency in the program. They shall also attend any scheduled meetings between the vendor and DOTD personnel.

8.0 DOTD REQUIREMENTS

8.1 Approve all sign locations

8.2 Schedule periodic meetings with the vendor to monitor progress of work.

8.3 Perform periodic audits and field reviews as needed to ensure that the vendor is operating the program under the requirements of state law and the agreement executed between DOTD and the vendor.

- 9.0 **REPLACEMENT PERSONNEL:** If DOTD determines that the project manager is unable to perform in accordance with the specification or to communicate effectively, the vendor shall immediately remove that person.
- 10.0 **HOLD HARMLESS:** The vendor shall hold DOTD harmless for any liability incurred by the vendor or vendor's subcontractor as part of the contract.
- 11.0 **CONFLICT OF INTEREST:** The vendor or vendor's subcontractor(s) covenants that neither it, nor its affiliates, currently has, nor shall it acquire, any interest that would conflict in any manner with the interests of the State. Any interest that may constitute a potential conflict must be fully disclosed.
- 12.0 **SUBCONTRACTING:** Subcontracting is allowed under the following circumstances.
- 12.1 Subcontractors providing services under the purchase order shall meet the same requirements and provide the same service and level of experience as required of the vendor. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the service.
- 12.2 The vendor shall assume responsibility for coordination, control, and performance of all subcontractors if applicable. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 12.3 DOTD reserves the right to request the removal of a subcontractor deemed unsatisfactory by DOTD.
- 12.4 Subcontracting shall be at the vendor's expense.
- 12.5 DOTD retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
- 12.6 The vendor shall be the only contract for DOTD and subcontractor(s).
- 13.0 **CANCELLATION AUTHORIZATION:** The vendor may cancel the purchase order resulting from this proposal, without penalty, by providing 90 calendar days written notice to DOTD. Should the vendor cancel the contract prior to the conclusion date, ownership and rights to all signs installed by the vendor shall immediately pass to and vest to DOTD on the effective date of termination and the vendor shall not be entitled to any compensation.

- 14.0 **STATUTORY CHANGES:** Should state law governing the rules and operation of the Information Logo Sign and RV Friendly Program change, DOTD reserves the right to change the contract as necessary to comply with the statutory change.
- 15.0 **OWNERSHIP OF MATERIALS AND PRODUCTS:** The signs installed pursuant to this program shall be the property of the DOTD.
- 16.0 **CONFIDENTIALITY OR BREACH OF SECURITY:** Vendor shall maintain compliance with all federal and state confidentiality laws.
- 16.1 If the vendor or its employees make any unauthorized disclosures of information available in performance of the contract or violate terms of the contract regarding the confidentiality of information and computer security, the purchase order may be immediately terminated by DOTD.
- 16.2 Vendor shall immediately notify DOTD's authorized representative upon the discovery of any breach of confidentiality or security. Vendor shall immediately provide all information related to any breach in writing to the DOT project manager. DOT reserves the right to conduct an investigation of any breach without vendor's participation.

17.0 BASIS OF AWARD

The award of the contract will be made to the responsive and responsible proposer, complying with all conditions of the Invitation to Bid and offering the **highest** guaranteed monetary return to the Department.

17.1 Contract Award and Execution

The State reserves the right to enter into an Agreement without further discussion of the bid submitted.

Bids shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP. The RFP, and any addenda, the bid of the successful Consultant will become part of any contract initiated by the State.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

The State will issue a notification of award upon award of this bid.

17.2 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of five hundred thousand dollars (\$500,000.00) to insure the successful performance under the terms and conditions of the contract between the successful proposer and the State. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

The performance bond will be held by the Department for the duration of the contract as a guarantee that all requirements of the contract have been met and must remain in full force for the entire period.

This requirement of a performance bond cannot be waived. The conditions of the consultants performance bond shall provide that failure to meet delivery requirements and specifications shall constitute a forfeiture of said bond to the extent of loss suffered by the Department or shall constitute a forfeiture of said bond to the extent required to enable the Department to meet the requirements of the contract hereof.

Any performance bond furnished shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's key rating guide to write individual bonds up to ten percent of policyholders surplus as shown in the A. M. Best's key rating guide or by an insurance company which is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A. M. Best up to a limit of ten percent of policyholders surplus as shown by A. M. Best; companies authorized by this paragraph who are not on the Treasury List shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Louisiana Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

17.3 Prime Consultant Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his bid proposal whether or not he produces or provides them. The State shall consider the successful Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

17.4 Use of Subconsultants

The Consultant shall serve as the single prime consultant for all work performed pursuant to its contract. The prime consultant shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subconsultant arrangements. Proposers may submit a bid in response to this RFP, which identifies subcontract(s) with others, provided that the prime consultant acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime consultant to use subconsultants, the State urges the prime consultant to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subconsultant used by the prime should be identified to the State Project Manager.

Information required of the prime consultant under the terms of this RFP, is also required for each subconsultant and the subconsultants must agree to be bound by the terms of the contract. Both the Prime and any Subconsultant(s) shall adhere to all applicable State laws concerning Consultant Licensing.

17.5 INSURANCE REQUIREMENTS

Consultant shall furnish the State with certificates of insurance affecting coverage(s) required by the RFP (see Appendix "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

17.6 SUBCONSULTANT INSURANCE

The Consultant shall include all subconsultants as insured under its policies or shall insure that all subconsultants satisfy the same insurance requirements stated herein for the consultant. All subconsultants shall be required to produce proof of insurance prior to commencing work under this contract.

17.7 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Consultant shall be fully liable for the actions of its agents, employees, partners or subconsultants and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents,

employees, partners or subconsultants in the performance of this contract, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Consultant will indemnify, defend and hold the State 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 the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State 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 the State up to the dollar amount of the Contract.

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

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

17.8 TAXES

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

17.9 VALIDITY OF BIDS

All bids shall be considered valid for acceptance until such time an award is made. The State reserves the right to reject a bid if the Proposer's time of acceptance is limited and the Proposer is unwilling to extend the validity of its bid proposal.

17.10 CANCELLATION OF RFP

The State of Louisiana reserves the right to reject any or all bids received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

18.0 PAYMENT FOR SERVICES

18.1 Consultant Payment to La. Department of Transportation

The successful proposer shall be required to make certain annual payments, lump sum or 10 percent of gross receipts, whichever is greater, to the Department of Transportation and Development. Proposers are advised that this project shall not include any payments from the State to the consultant, i.e. that the State will not pay the consultant for the services to be provided under the contract.

18.2 Participating Business Payment to Consultant

The Consultant shall bill the participating businesses for services. www.legis.state.la.us/lss/lalaws.htm establishes maximum annual fees for the program. The maximum annual fee the Consultant may charge the participating business is as follows: (A typical installation will have two mainline and two ramp signs.)

Fiscal Year 2009:

Mainline \$475.00 ea. - per sign, per year

Ramp -\$100.00 ea. - per sign, per year

Trailblazer \$50 ea. - per sign, per year

No further increases will be allowed during the contract term unless changed by the Louisiana Legislature. Any increase in fees may change payment made to the DOTD related to gross receipts of the Consultant.

The business participation forms to be used by the consultant shall include renewal information, refund information, failure to pay remedies, any pro-rata payment arrangements and method of payment (annually), and all costs associated with provision, installation, or maintenance of the business signs. With DOTD approval, the Consultant may require the full annual fee or a portion of the annual fee, as a deposit, by the business prior to sign erection.

Business logo installation, replacement, and removal fees may be charged by the Consultant for the installation, replacement, or removal of the business signs. These fees will be "one time" fees for each occurrence, but may be repeated for each additional occurrence.

Business sign replacement - \$100 - per sign, per occurrence

Business sign removal - \$100 - per sign, per occurrence

18.3 CONTRACT RENEWALS

At the option of the State and upon agreement of the Department of Transportation and Development, and acceptance of the Consultant, this contract may be extended for four (4) additional five (5) year periods at the same prices terms and conditions as set forth in the original bid, unless amended by Legislative Act. In such cases, the contract cannot exceed three hundred (300) months or twenty-five (25) years.

Prior to exercising the State's option to extend the contract, the State will determine if an extension is in the best interest of the State, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the State Procurement Director. If the State determines that it is in the State's and DOTD's interest to renew the contract, the Consultant will receive written notice of the renewal six (6) months prior to the contract expiration.

18.4 TERMINATION OF CONTRACT

The State of Louisiana, reserves the right to terminate this contract in accordance with purchasing rules and regulations for cause, including but not limited to, the following: (1) failure to deliver within the time specified in the contract, (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition, (3) misrepresentation by the consultant, (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, (5) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, (6) any other breach of contract and/or it is considered in the best interest of the State and the Louisiana Department of Transportation and

Development. The State reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the consultant.

The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. Upon receipt of written notice of cancellation, the consultant agrees not to begin any new work and agrees to complete any work in progress upon notification of contract termination. All work in progress must be completed by the date of contract termination.

18.5 TERMINATION FOR CONVENIENCE

The State may terminate this Agreement at any time by giving thirty (30) days written notice to Consultant of such termination or negotiating with the Consultant an effective date.

18.6 OWNERSHIP OF THE SPECIFIC INFORMATION SIGNS AT EXPIRATION OR TERMINATION OF THE CONTRACT

A. Upon installation of Logo signs, LADOTD shall own the signs and contract rights and any rights to the signs. Upon termination or expiration of the contract, the Consultant shall not be entitled to any compensation from LADOTD.

B. As the business signs will be owned by individual businesses, the Consultant, before or on the expiration date of the Contract or the effective termination date, shall remove and return them to their respective owners if the program is to terminate; otherwise, the business signs are to remain with the specific information sign and become the responsibility of the third party.

18.7 DEFAULT OF CONSULTANT

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the State has determined the Consultant to be in default, the State reserves the right to purchase any or all product or services covered by the contract on the open market and to charge the Consultant with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Consultant will be considered.

18.8 ASSIGNMENT

Assignment of contract requires the advanced written approval of the Commissioner of Administration and agreement by the Department of Transportation and Development.

18.9 AUDIT OF RECORDS

The State legislative auditor, federal auditors and internal auditors of the Department of Transportation, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5)

years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

18.10 RECORD RETENTION

The Consultant shall maintain all records in relation to this contract for a period of at least twenty five (25) years.

18.11 RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Consultant to the State, at Consultant's expense, at termination or expiration of this contract.

18.12 CONTRACT CHANGES

No changes to any contract resulting from this RFP shall be made without the prior approval of the Office of State Purchasing and the Department of Transportation and Development.

18.13 GOVERNING LAW

All activities associated with this RFP process shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

18.14 SPECIAL ACCOMMODATIONS

Any person who is a "qualified individual" with a disability as defined by the Americans With Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening date.

18.15 CIVIL RIGHTS COMPLIANCE

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its

employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement

18.16 SIGNATURE AUTHORITY

In accordance with Louisiana Revised Statute 39:1594 (Act121), the person signing this bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State, or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit, or
3. An individual listed on the State of Louisiana proposer's application as authorized to execute bids.

By signing the bid, the proposer certifies compliance with the above.

By signing the bid, the proposer further certifies compliance with all Instructions to Proposers, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud.

For good cause and as consideration for executing this contract, the consultant hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

APPENDIX A

INSURANCE REQUIREMENTS

INSURANCE

Public liability insurance and workmen's compensation shall be carried by the consultant and a certificate of insurance shall be furnished within ten days after notification. The limits of such insurance shall be as follows and shall be from a company licensed to do business in the State of Louisiana:

COMPENSATION INSURANCE

The consultant and subconsultants shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the Workman's Compensation Statute, the consultant and subconsultant shall provide employer's liability insurance for the protection of their employees not otherwise protected.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES

The consultant shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in the insurance specified.

The consultant agrees that coverage specified herein shall not be suspended, voided, canceled or reduced in coverage or in limits and that if such occurs written notice by certified mail to the DOTD Procurement Director will be immediately provided and alternate coverage furnished.

SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 737-99-0927
SPECIFIC SERVICE (LOGO) SIGNING PROGRAM
STATEWIDE

Be it known, that on this _____ day of _____, 2008, the Louisiana Department of Transportation and Development (hereinafter sometimes referred to as "**DOTD**") and ***** , hereinafter sometimes referred to as "Consultant" do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

Attachment I details the Scope of Services and the Functional and Technical Requirements of the Consultant.

COMPENSATION

PAYMENT

Payments to the Consultant for services rendered shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Labor charges shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification.

The invoice shall be directly related to the Monthly Progress Schedule. DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

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

The original and five copies of the invoice shall be submitted to the Project Manager, **Mr. Darrel Johnson**. The invoice must be signed, dated, and sealed by a principal member of the Consultant's firm.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

TAXES

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

TERMINATION FOR CAUSE

The DOTD may terminate this Contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. The Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract; provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

The DOTD may terminate the Contract at any time by giving thirty (30) days written notice to the Consultant. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

REMEDIES FOR DEFAULT

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

OWNERSHIP

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

of DOTD, and shall, upon request, be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract.

NONASSIGNABILITY

No Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning his 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.

AUDITORS

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.

COST RECORDS

The Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS are available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

TERM OF CONTRACT

This contract shall begin on ***** and shall terminate on ***** , unless modified by a fully executed supplemental contract. 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 three years.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced

by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ORDER OF PRECEDENCE CLAUSE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

DISCRIMINATION CLAUSE

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, sexual orientation, 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.

ENTIRE AGREEMENT CLAUSE

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.