

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
State Project No. 737-99-0922  
Statewide Public Service Announcements (PSA) Campaign  
Statewide

**July 4, 2008**

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## **1.0. GENERAL INFORMATION**

### **1.1 PURPOSE**

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified Consultants for the purpose of issuing a contract for assistance with Statewide Public Service Announcements (PSA) Campaign. The contract awarded shall be based upon the proposal most advantageous to DOTD, price and other factors considered, and it shall be subject to the availability of funds.

### **1.2 BACKGROUND**

The Highway Safety Section is responsible for promoting highway safety in Louisiana and has the overall mission to reduce injury and fatal crashes on Louisiana roadways in accordance with the Louisiana Strategic Highway Safety Plan (SHSP). One way to promote highway safety is through a comprehensive public information and education campaign. To date, public information efforts have focused on driver inattention, work zone safety, young drivers, tailgating and speeding. There are additional safety issues that need to be addressed along with reinforcing the current public information efforts.

To meet the goals of the SHSP, DOTD will assist in facilitating a statewide public information campaign. These services will include the development of three new TV PSA's, development of a statewide media buy plan, renewal of talent for any previously created PSA's and the coordination of the actual purchase of the statewide media buy.

### **1.3 SCOPE OF SERVICES**

DOTD is seeking to establish a contract to provide assistance and support to DOTD for the Highway Safety Public Service Announcement Campaign, to include:

- Create television public service announcements based on DOTD-selected highway safety issues.
- Research and develop a media strategy, media buy plan and airtime schedule.
- Purchase advertising based on the DOTD approved media buy plan.
- Verify media placements by submitting affidavits of performance and pay vendor invoices.
- Attend related media campaign functions as planned by DOTD, assisting with public relations as needed.
- Compile a summary report on the media aired during each campaign; to include, quantity, cost, outreach, donated air time, and other related market information.

- Supervise all services in the scope of services.

**1.4 Performance Goals and Measures**

**Objective 1:** Develop one 30-second television public service announcement for each of three highway safety issues.

Activity	Performance Measure
Develop creative for one 30-second television public service announcement for each of three highway safety issues. The highway safety issues will be determined through the use of crash data and need.	<p>The consultant will develop story board ideas for each of the 3 highway safety public service announcements.</p> <p>The period of performance is to be determined and will be established for each public service announcement.</p>

**Objective 2:** Develop a media plan and purchase advertising for the three new public service announcements as well as currently used public service announcements.

Activity	Performance Measure
Develop a media plan for the placement of the three new public service announcements as well as currently developed public service announcements. The media plan shall cover at least a 6-month time frame. Purchase the advertising for the 6-month media plan.	<p>The consultant will produce a plan that is focused on a different safety issue each month for a period of 6 months.</p> <p>The consultant will verify media placements by submitting affidavits of performance and pay vendor invoices.</p> <p>The period of performance is to be determined and will be established for each public service announcement.</p>

**Objective 3:** Develop media advisory and assist as needed at a scheduled press conference.

Activity	Performance Measure
Develop media advisory for press conference. Assist with details of press conference for announcing new public service announcements.	The consultant will create a media advisory for dissemination through DOTD for any press conferences relating to the new public service

	<p>announcements.</p> <p>The period of performance is to be determined and will be established for the press conference.</p>
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**1.5 Substitution of Key Personnel**

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

**1.6 Project Manager**

The Project Manager is **Ms. Karla Sibille, Engineering Tech DCL**. She may be reached at 225-379-1928 .

**2.0 ADMINISTRATIVE INFORMATION**

**2.1 Expected Time Period for Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **September 1, 2008**, and to continue for one year. **DOTD reserves the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.**

**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://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

### **2.3 Proposer Inquiries**

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

### **2.5 Calendar of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	July 4, 2008
Deadline for receiving proposer inquiries	July 14, 2008
Issue responses to proposer inquiries	July 21, 2008
Proposal submission deadline	August 4, 2008
Announce Award of "Successful proposer"	August 25, 2008
Contract execution	September 22, 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 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.

### **3.2 *Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the selected proposer:

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

### **3.3 *Desired Qualifications of Proposer***

The proposer should at the time of submittal meet the following requirements:

- Demonstrated experience in all phases PSA Announcements
- Comprehensive knowledge PSA Campaigns
- Experience in Highway Safety Issues
- Professional, experienced staff available to provide guidance regarding PSA creativity

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

- One PSA Project Campaign Manager
- Support Staff

The number of staff needed in each position will be determined at the time of assignment.

### **3.4 *Revisions to the RFP***

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

### **3.5 *Waiver of Administrative Informalities***

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

### **3.6 Proposal Rejection**

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

### **3.7 Withdrawal of Proposal**

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

### **3.8 Subcontracting Information**

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

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

### **3.9 Ownership of Proposal**

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

### **3.10 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.11 Cost of Preparing Proposals**

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by DOTD.

### **3.12 Errors and Omissions in Proposal**

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to minor administrative errors identified in proposals by DOTD

or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

### ***3.13 Contract Award and Execution***

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected proposer shall be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

### ***3.14 Code of Ethics***

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

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

One original (**stamped original**) shall be, and four copies of the proposal should be, submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

The proposal shall be identified with the State Project No. **737-99-0922** and shall be submitted **prior to 3:00 p.m. CST on August 4, 2008**, by hand delivery or mail addressed to:

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

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A copy of a board resolution granting such authority should be submitted if proposer is a corporation.

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

#### **4.2 *Cover Letter***

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

#### **4.3 *Proposal Format***

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

#### **4.4 *Price Proposal***

The proposer should submit a complete Price Proposal (Attachment II) to perform the services shown in the Scope of Services.

#### **4.5 *Certification Statement***

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

### **5.0 EVALUATION AND SELECTION**

#### **5.1 *Evaluation Team***

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

#### **5.2 *Administrative and Mandatory Screening***

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

#### **5.3 *Evaluation and Review***

Each proposal shall be rated for categories one through four, with 0 being the lowest score and 25 being the highest possible score shown below for each category.

The proposer with the lowest hourly rate for the PSA Campaign Manager on Attachment II – Price Proposal shall receive 25 points. Other proposers shall receive a price score computed as follows:

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

<b>CRITERIA</b>	<b>HIGHEST POSSIBLE SCORE</b>
1) Firm experience on similar projects	25
2) Personnel experience as related to the project	25
3) Consultant's understanding of the project as shown in the Consultant's proposal	25
4) Price	25
<b>Total</b>	<b>100</b>

All proposals shall be evaluated as indicated for Items 1-4. The firm's ratings in each category shall be added to arrive at the total proposer's score. The Project Selection Committee shall compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### ***5.4 Announcement of Successful Proposer***

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly.

### **6.0 CONSULTANT REQUIREMENTS**

#### ***6.1 Corporation Requirements***

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

#### ***6.2 Compensation***

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed price by the Consultant for all services for a period of one year, payable in installments as specified in 6.3, Billing and Payment.

#### ***6.3 Billing and 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, **Ms. Karla Sibille**. 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.

#### **6.4 Contract Terms & Conditions**

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

#### **6.5 Indemnification**

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 Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

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

the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6.6 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such

methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

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## **ATTACHMENT I PROPOSAL FORMAT**

### **1. Executive Summary**

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

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

### **2. Corporate Background and Experience**

- A. In this section, the proposer should provide an overview of their firm (and any proposed subcontractors).
- B. The proposer should also provide three (3) references for which work substantially similar to the proposed statement of work has been performed. For each reference, please provide the client name and a brief description of the work performed, along with a contact name, address, telephone number, and e-mail address.

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

### **3. Proposed Project Staff**

- A. In this section, the proposer should identify their proposed project organization and staffing. The proposer should identify a PSA Project Campaign Manager, who shall act as a single point of contact with DOTD. The proposer should also identify other staff expected to assist on this project based on the proposed timeframes outlined by DOTD and in accordance with staff requirements described in Section 3.3.
- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified.
- C. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant.

#### **4. Approach and Methodology**

Proposers should provide:

- A. Proposer's understanding of the nature of the project and how their proposal shall best meet the needs of the DOTD.
- B. The proposer should provide a work plan illustrating how project activities shall be performed within the requested timeframes.
- C. The proposer should address proposed staff loadings for each of the Objectives described in Section 1.4, and highlight any critical assumptions underlying the technical aspects of their proposal.
- D. Proposers should define their functional approach in identifying the tasks and activities necessary to meet Objective requirements.

#### **5. Cost Information**

- A. The proposer shall provide an hourly rate for the PSA Campaign Manager classification listed on Attachment II. This hourly rate shall be all inclusive and shall include all overhead, expenses, fees, travel, supplies, equipment, etc, needed to accomplish the scope of services.
- B. The proposer shall also include a list of staff classifications for all support staff that may be utilized during the contract. The proposer shall include the hourly rates associated with each staff classification. These hourly rates shall be all inclusive and shall include all overhead, expenses, fees, travel, supplies, equipment, etc, needed to accomplish the scope of services.
- C. The proposer should use Attachment II to submit pricing information.

#### **6. Administrative Information**

Provide a completed Certification Statement as shown in Attachment III.

**ATTACHMENT II - PRICE PROPOSAL**

<i>Labor Descriptions</i>	<i>Hourly Rate</i>
<b>PSA Project Campaign Manager</b>	<b>\$</b>
<b>Support Staff</b>	<b>\$</b>

**Proposer shall list each support staff with labor descriptions and their associated hourly rate.**

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III**  
**CERTIFICATION STATEMENT**

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

**OFFICIAL CONTACT.** DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

(Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

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

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

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and shall meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer quote is valid for at least one year from the date of Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, he/she shall 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.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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**SIGNATURE of Proposer's Authorized Representative**

**DATE**

**ATTACHMENT IV**  
**SAMPLE**  
**CONSULTING SERVICES CONTRACT**

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

**CONTRACT FOR SPECIAL SERVICES**  
**STATE PROJECT NO. 737-99-0922**  
**EMERGENCY PLANNING AND RESPONSE**  
**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**

In consideration of the services described above, DOTD hereby agrees to pay the Consultant a maximum compensation amount of \*\*\*\*\* for the actual work performed.

**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, **Ms. Karla Sibille**. 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](http://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.