REQUEST FOR PROPOSAL

OJT Supportive Services
Statewide

Solicitation Number: 3000008692

Proposal Opening Date: OCTOBER 2, 2017

Proposal Opening Time: by 3:00 p.m. CDT

Date of Issuance
AUGUST 29, 2017

NOTE: ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV.
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REQUEST FOR PROPOSAL
FOR
OJT Supportive Services
Statewide

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The Louisiana Department of Transportation and Development (LADOTD) has committed to providing an On-the-Job Training (OJT) Supportive Services Program that will educate and train our highway, street and bridge construction contractors (HSB contractors) who do business with LADOTD on highway construction projects, about the OJT Program to expand the pool of qualified workers within the transportation construction industry. Our goal for implementing this program is to assist in the education and training of HSB Contractors who perform work on highway construction projects to include minorities, women, disadvantaged individuals and protected veterans so that employment and business opportunities improve for those individuals.

In this capacity the Consultant will need to identify and implement processes that will assist the Department in achieving the Department’s OJT Goals.

With this concept in mind, the Louisiana Department of Transportation and Development has been allocated federal funding in OJT Supportive Services to assist us in improving employment and business opportunities for minorities, females, disadvantaged individuals and veterans.

One Consultant shall be selected for this contract. The consultant shall not subcontract the specified services without prior written approval of LADOTD.

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Consultant Services for the federally mandated On-The-Job Training (OJT) Program under 23 CFR 230, Appendix B to subpart A reads as follows:

Appendix B to Subpart A of Part 230—Training Special Provisions

“This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor’s equal employment opportunity affirmative action program training shall be provided as follows:
The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be determined by the State highway department.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means.Regardless of the method used, the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify
the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program*. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the
third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8

*Notation: The contractor doing business with LADOTD will be reimbursed three dollars ($3) per hour of training given an employee on this contract in accordance with an approved training program, rather than the 80 cents mentioned in the CFR.

Page 8 details per hour reimbursement.

The objective of this RFP is to obtain Supportive Services for the OJT Program through increasing awareness and participation among the Highway, Street and Bridge Construction Contracting Community.

1.2 Background

In 2008, the Louisiana Department of Transportation and Development (LADOTD), Louisiana Associated General Contractors (LAGC), Louisiana Division Office; Federal Highway Administration (FHWA) and contractors partnered to create the On-The-Job training (OJT) program to be utilized on LADOTD’s highway construction projects. The OJT program was developed in conformity with FHWA requirements. The LADOTD seeks to achieve the goal to provide training to individuals, including minorities, women, disadvantaged individuals and protected veterans, through education and training of the HSB Contractors about the OJT program.

In 2013, the FHWA Division Office performed an assessment review of the LADOTD OJT Program. There were several findings and recommendations that were detailed in the Final Report. One of the recommendations was related to the Louisiana HSB Contractors not being on-board and/or completely knowledgeable of the OJT Program. In order to educate and inform all HSB Contractors doing business with LADOTD, a
consultant contract was completed. Consultant was to provide assistance to the OJT Program Manager. The consultant promoted, informed and educated the HSB Contractors on the OJT Program.

From July 1, 2015 to June 30, 2016 LADOTD had ninety-six (96) OJT positions available on forty-eight (48) federal-aid projects with three participating HSB Contractors in the program obtaining twenty-two trainees. From July 1, 2016 to June 30, 2017 LADOTD has one hundred twenty-six (126) OJT positions available on fifty-one (51) federal-aid projects. In order to continue to reach and improve the participation in the OJT annual goal, more HSB Contractors need to be educated, trained and willing to participate in the OJT program. The Consultant shall work one on one with different HSB Contractors in obtaining approval for their internal training and/or apprenticeship programs from STA and FHWA to be used toward OJT Goals for current and future projects.

1.3 Goals and Objectives

The Consultant shall prepare monthly reports to the LADOTD, detailing activities and program progress and report any issues or concerns in detail regarding ability to meet the objectives of the program. The Consultant shall also provide recommendations for improvement that can be implemented immediately or within a reasonable time.

The Program Goals are as follows:

1) To provide business management assistance and educational information regarding OJT to HSB Contractors

2) Provide ongoing technical assistance to HSB Contractors utilizing business relationships with other firms

3) Provide on-going Support Services to address HSB Contractor’s concerns, issues and/or any deficiencies to assist all HSB Contractors in becoming more proactive in meeting the individual OJT project goals.

4) To monitor and track OJT participation

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about November 1, 2017 and is anticipated to end on October 31, 2020. The State shall have the right to
contract for up to thirty-six (36) months with the concurrence of the Consultant and all appropriate approvals. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

A. Shall and Will – The terms “shall” and “will” denote mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May and Can - The terms “may” and “can” denote an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Consultant – For the purposes of this RFP solicitation, the selected proposer.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA - Division of Administration

J. OSP – Office of State Procurement

K. Proposer – A firm or individual who responds to this RFP.

L. RFP – Request for Proposal

M. LADOTD – Louisiana Department of Transportation and Development

N. CDT – Central Daylight Time

O. OJT – On the Job Training

P. Prime(s) – Prime Consultants and Sub-consultants

Q. STA- State Transportation Agency
R. HSB Contractors – Highway, Street and Bridge Contractors doing business with LADOTD on construction projects.

S. FHWA – Federal Highway Administration

### 1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in newspapers and post to LaPac</td>
<td>August 29, 2017</td>
</tr>
<tr>
<td>Deadline for receipt for written inquiries</td>
<td>September 8, 2017 3:00 p.m. CDT</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>September 20, 2017</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>October 2, 2017 3:00p.m. CDT</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, &amp; 14-day protest period begins, on or about</td>
<td>October 23, 2017 (on or about)</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>November 1, 2017 (on or about)</td>
</tr>
</tbody>
</table>

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

### 1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **3:00 pm Central Daylight Time** on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer’s expense to:

Ms. Charlotte Garrison, CPPB  
Procurement Director  
Department of Transportation and Development  
1201 Capitol Access Road, Room EW S-447  
Baton Rouge, Louisiana 70802-4338  
Telephone: (225) 379-1444  
Fax: (225) 379-1862

The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.
The proposal should be identified with RFP Solicitation No. 3000008692 and OJT Supportive Services - Statewide and shall be submitted prior to 3:00 p.m. CDT on OCTOBER 2, 2017.

1.8 Qualifications for Proposer

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Three years of experience in business, marketing and training.
- Two years of experience working with OJT Programs.
- Two years of experience working with highway, street and bridge contractors

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. Cover Letter

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

B. Table of Contents

The proposal should be organized in the order contained below.

C. Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least One Year from the date of submission. This section should also include a summary of the Proposer’s qualifications and ability to meet the State agency’s overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. 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 the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.
D. Company Background and Experience

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

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

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

E. Approach and Methodology

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

The Proposer should:

- Provide Proposer’s understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

F. Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer’s assigned personnel considered key to the success of the project.

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

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

Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurs to participate in contracting and procurement with the state. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at https://smallbiz.louisianaeconomicdevelopment.com

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran(LaVet) and/or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

If a proposer is certified as a Hudson and a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

Reserved points shall be added to the applicable proposer’s evaluation score as follows:

**Proposer Status and Reserved Points**

- Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

- Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.
Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurship(s) to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

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


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship(s) may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaeconomicdevelopment.com Additionally, a list of Hudson and Veteran Initiative small entrepreneurship(s), which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE

### H. Cost Proposal

The Proposer shall provide ONE firm, fixed hourly billable rate which includes travel, all project expenses (Direct Expenses), labor, overhead and profit for providing all services described in the RFP.

Please list your Hourly Billable Rate $ __________

Any deviation from this cost proposal format will result in rejection of proposal.
The OJT Program Manager will request and oversee the services provided by the consultant and the hourly billable rate will be honored throughout the term of the contract not to exceed the amount of Federal Funds received by FHWA.

I. Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

J. Outsourcing of Key Internal Controls

Not applicable to this solicitation

1.10 Number of Copies of Proposals

The State requests that One Original (stamped “original”) and five (5) copies of the proposal along with an electronic copy (USB flash drive only) in a searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified. The Original, stamped “Original” copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

1.11 Technical and Cost Proposals

Technical and Cost Proposals are not required to be submitted under separate covers to be evaluated for this Solicitation.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed
by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the LADOTD.

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

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not Required For This Solicitation

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by Fax to 225-379-1862 or Email to contractservices@la.gov addressed to the RFP coordinator listed below.

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development
1201 Capitol Access Road, Room EW S-447
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1462
Fax: (225) 379-1862
contractservices@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 p.m. CT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to all questions submitted by potential Proposers will be posted as an Addendum to the RFP by the deadline shown in the Schedule of Events on the LaPAC website: https://wwwcfprd.doa.louisiana.gov/OSP/LAPAC/pubMain.cfm
Only the RFP Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

**Note:** LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website [http://www.doa.la.gov/Pages/osp/Index.aspx](http://www.doa.la.gov/Pages/osp/Index.aspx). In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: [http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx](http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx)

### 1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent consultant, the State and the incumbent consultant may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent consultant and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state consultant who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the
1.15  **Error and Omissions in Proposal**

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

1.16  **Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. State also reserves the right to cancel or reissue the RFP. Addenda, if any, will be posted at [https://wwwcfprd.doa.louisiana.gov/osp/laac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/laac/pubMain.cfm)

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17  **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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.18  **Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19  **Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State’s best interest.

1.20  **Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21  **Cost of Offer Preparation**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.
1.22 Taxes
Consultant shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

1.23 Determination of Responsibility
Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

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

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

1.24 Use of Sub-consultants
The State shall have a single prime consultant as the result of any contract negotiation, and that prime consultant shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into sub-consultant arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends for a sub-consultant to perform any portions of the work, the proposer shall identify any sub-consultant relationships and include specific designations of the tasks to be performed by the sub-consultant. Information required of the proposer under the terms of this RFP shall also be required for each sub-consultant. The prime consultant shall be the single point of contact for all sub-consultant work.

Unless provided for in the contract with the State, the prime consultant shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Presentations/Discussions
Not Applicable to this Solicitation
1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available. The written invitation to participate in a BAFO will not obligate the State to a commitment to enter into a contract.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business days, or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).
The State reserves the right to make multiple awards. The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Consultants

The Consultant shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for worker's compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form
approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability
Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Automobile Liability requirements may be waived or altered at the Agency’s discretion depending on the nature of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Consultant shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
   a) The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the consultant. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

   b) The Consultant’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

   a) All policies must be endorsed to require 30 days’ written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Consultant is required to notify Agency of policy cancellations or reductions in limits.

   b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Consultant from the obligations of the insurance requirements or indemnification agreement.
c) The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d) Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for worker’s compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Consultant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Consultant shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   Agency Name, Its Officers, Agents, Employees and Volunteers
   Address, City, State, Zip
   Project or Contract #:

3. In addition to the Certificates, Consultant shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Consultant to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Consultant to purchase and/or maintain any required insurance shall not relieve the Consultant from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Consultant shall include all sub-consultant as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each sub-consultant. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of sub-consultant’s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY
In the event Consultant is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Consultant, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Consultant, its owners, agents and employees. The parties further agree that Consultant is a wholly independent consultant and is exclusively responsible for its employees, owners, and agents. Consultant hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Consultant agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Consultant, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Consultant as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

1.33 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 Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or sub-consultants and shall fully indemnify and hold harmless the State 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 subcontractors, 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. If applicable, Consultant will indemnify, defend and hold the State 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 the State 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 the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The 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, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if 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 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 Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the 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.

The State 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.

1.34 Payment

Payments are predicated upon successful completion and written approval by the State of the described goals and objectives as provided in Sections 1.3 Goals and Objectives. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after Mrs. Juanita Linton, OJT Program Manager, approves the invoice for payment. Invoice must reflect what goal/objective was accomplished for hour(s) worked and the progress that has been made along the way. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.
During the execution of tasks contained in the Scope of Services, the Consultant may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Consultant for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees and the hours worked. **These shall be reimbursed at the approved hourly billable rate established from the Consultant's Proposal.** These hourly billable rates shall be used for the duration of the Contract.

Payment will be made only after Mrs. Juanita Linton, OJT Program Manager approves the invoice for payment. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. **Consultant will not be paid more than the maximum amount of the contract.**

1.34.1 Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, LADOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at [http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf](http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf).

1.35 Termination

1.35.1 Termination of the Contract for Cause

State 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 the State shall give the Consultant written notice specifying the Consultant’s failure. If within thirty (30) calendar days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Consultant shall give the State written notice specifying the State agency’s failure and a reasonable opportunity for the State to cure the defect.
1.35.2 Termination of the Contract for Convenience
The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days’ written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds
The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment
No consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit
The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a consultant or any sub consultant under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the consultant for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.38 Civil Rights Compliance
The consultant agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended; Section 504 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

Consultant 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, genetic information, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the 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 the Consultant to the State, at the Consultant's expense, at termination or expiration of the contract.

1.40 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Consultant in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Consultant's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Consultant's proposal.

1.41 Contract Modifications

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.42 Substitution of Personnel

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

1.43 Governing Law

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

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.46 Corporate Requirements

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 Louisiana’s Secretary of State. If the contractor 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 Louisiana’s Secretary of State.

1.47 Vendor Registration

Vendor registration should be completed in LaPac prior to bid submission. This only applies to those vendors that have not registered in LaPac.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm.

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

- 80101500 For Consulting/Professional Services
- 81112000 For any services that include Computer Elements
- 43231500 For Software License and Maintenance Agreements
- 81102200 For Engineering and Related Services
PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work
The Consultant shall prepare monthly reports to the LADOTD, detailing activities and program progress and report any issues or concerns in detail regarding ability to meet the objectives of the program. The Consultant shall also provide recommendations for improvement that can be implemented immediately or within a reasonable time.

The Program Goals are as follows:

1) To provide business management assistance and educational information regarding OJT to HSB contractors

2) Provide ongoing technical assistance to HSB contractors utilizing business relationships with other firms

3) Provide on-going Support Services to address HSB contractor’s concerns, issues and/or any deficiencies to assist all HSB contractors in becoming more proactive in meeting the individual OJT project goals.

4) To monitor and track OJT participation

2.2 Tasks and Services
The tasks and services associated with this contract include, but are not limited to the following:

- Consultant shall obtain twenty (20) percent OJT participation of the current year’s OJT positions available. (Ex. 125 OJT positions available x 20% = 25 OJT trainees)
- Promote the OJT Program by scheduling and hosting quarterly public forums in order to advise HSB contractors of OJT requirements. The forums may be held at various LADOTD buildings (one may be held at the Consultant’s Office) Each forum is to be held at a different Location from the below list:
  - Location 1: District 04 Bossier City or District 08 Alexandria
  - Location 2: District 05 Monroe or District 58 Chase
  - Location 3: District 03 Lafayette or District 07 Lake Charles
  - Location 4: District 02 Bridge City or District 61 Baton Rouge or District 62 Hammond
- Develop, prepare and submit a quarterly newsletter to be included on the LADOTD website. The newsletter must include the services offered by the OJT SS Consultant; upcoming events and/or workshops.
- Develop and distribute literature for HSB contractors (e.g., flyers, brochures, etc.) regarding the OJT Program & accomplishing OJT project goals within forty-five (45) calendar days of contract execution. The department is open to using social media or other outlets in order to disseminate information.
• Notify low bidders of OJT goals and processes on construction projects within one (1) week of monthly letting held at LADOTD Headquarters by email; provide guidance, and information on the appropriate forms including but not limited to:
  o HSB Contractor’s Trainee Enrollment Form
  o HSB Contractor’s OJT Change Form
  o OJT Weekly Reporting Form.

• Assist HSB contractors in submitting their training/apprenticeship programs to STA/FHWA in order to obtain approval of their programs to be used toward OJT participation for current and future projects. Assistance **must** be provided to HSB Contractors currently working on three or more LADOTD construction projects with eligible OJT Positions. Assistance can be given to other HSB contractors that may be working on less than three projects with eligible OJT Positions, but it is mandatory that HSB contractors working on three or more LADOTD construction projects with eligible OJT Positions are sought out and provided assistance.

• Attend at least twelve statewide pre-construction meetings in order to advise HSB contractors of OJT contract requirements and provide guidance and assistance on appropriate OJT forms for submission. The OJT PM will determine which meetings you must attend; These meetings are typically held at the following locations:
  o Location 1: District 04 Bossier City or District 08 Alexandria
  o Location 2: District 05 Monroe or District 58 Chase
  o Location 3: District 03 Lafayette or District 07 Lake Charles
  o Location 4: District 02 Bridge City or District 61 Baton Rouge or District 62 Hammond

• Provide assistance to OJT Program Manager as requested in tracking and monitoring of OJT hours/pay of OJT trainees for Highway Construction Projects having OJT goals.

• Prepare detailed confidential reports and summaries of each visit/meeting with HSB contractors. Written documentation to verify the names of HSB contractors contacted, method used, time/place/length of conversation and outcome. Provide verification of work and maintain records of all OJT related data for submission with monthly invoices to be submitted to OJT Program Manager for approval of payment.

• Observe and identify problems in departmental OJT Program and develop proposed corrective action which will to be submitted to OJT Program Manager for consideration and approval.

• Assist HSB contractors with outreach, recruitment, retainage, and enrollment of OJT participants in order to meet the goal of at least 20% OJT participation.

2.3 **Deliverables**

Shall be in accordance with the federally mandated *On-The-Job Training (OJT) Program* under the following Code of Federal Regulation (CFR) 23 CFR Part 230, Subpart A. Can be found at: [https://www.ecfr.gov/cgi-bin/text-idx?SID=542c16cc0cab44a7ada95149dd9acdf9&mc=true&node=pt23.1.230&rgn=div5](https://www.ecfr.gov/cgi-bin/text-idx?SID=542c16cc0cab44a7ada95149dd9acdf9&mc=true&node=pt23.1.230&rgn=div5)
And also at 23 CFR 230, Appendix B to subpart A. Can be found at: https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8#ap23.1.230_1121.b

2.4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.5 Project Requirements

The project requirements are detailed in Section 1.3 Goals and Objectives, Section 2.1 Scope of Work, Section 2.2 Tasks and Services, and Section 4.2 Performance Measurement/Evaluation/Monitoring Plan.
PART III: EVALUATION

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

Each proposal shall be rated for criteria one through three, with 0 being the lowest score and the maximum score for each criteria being the highest possible score for that criteria.

Criteria four, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 1.9 Section G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

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

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Background and Experience</td>
<td>20</td>
</tr>
<tr>
<td>2. Approach and Methodology</td>
<td>25</td>
</tr>
<tr>
<td>3. Proposed Staff Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>4. Louisiana Veteran and/or Hudson Initiative</td>
<td>10</td>
</tr>
<tr>
<td>5. Cost</td>
<td>25</td>
</tr>
<tr>
<td>6. Total Score</td>
<td>100</td>
</tr>
</tbody>
</table>

3.1 Cost Evaluation

Criteria five, Cost shall be rated as follows: The proposer with the lowest hourly billable rate shall receive 25 points. Other proposers will receive points for price based upon the following formula:

\[
\text{Cost Score} = \frac{\text{Lowest Proposed Hourly Billable Rate} \times 25}{\text{Proposer's Hourly Billable Rate}}
\]

All proposals shall be evaluated as indicated. The proposer’s ratings in each category shall be added to arrive at the proposer’s total score. The Project Evaluation Team shall compile the scores and make a recommendation to the LADOTD Secretary on the basis of the responsive and responsible proposer with the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of StateProcurement.
PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements
The performance of the contract will be measured by the OJT Program Manager, authorized on behalf of the State, to evaluate the consultant’s performance against the criteria in the Statement of Work and are identified as Project Requirements, Performance Goals, Objectives and Monitoring Plan.

4.2 Performance Measurement/Evaluation/Monitoring Plan
Mrs. Juanita Linton, LADOTD OJT Program Manager will monitor the services provided by the Consultant and the expenditure of funds under this contract. Ms. Linton will be primarily responsible for the day-to-day contact with the consultant and day-to-day monitoring of the consultant’s performance. The monitoring plan is the following:

- Consultant will supply monthly invoices that will be verified against the work completed for the month.

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

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

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

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: ________________________________________________
B. E-mail Address: ______________________________________________________
C. Facsimile Number with area code: (         ) ___________________________
D. US Mail Address: _____________________________________________________

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote shall be valid for at least ONE Year from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ___10___ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. 
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any sub-consultants, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. If sub-consultants are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Signature of Proposer or Authorized Representative _____________________________

Typed or Printed Name: ____________________________________________________

Date: ____________________________________________________________________

Title: ____________________________________________________________________

Company Name: __________________________________________________________

Address: __________________________________________________________________

City: __________ State: __________ Zip: __________
ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA
CONTRACT

On this ____ day of ____________, 20___, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR’S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Consultant", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

The tasks and services associated with this contract include, but are not limited to the following:

- Consultant shall obtain twenty (20) percent OJT participation of the current year’s OJT positions available. (Ex. 125 OJT positions available x 20% = 25 OJT trainees)
- Promote the OJT Program by scheduling and hosting quarterly public forums in order to advise HSB contractors of OJT requirements. The forums may be held at various LADOTD buildings (one may be held at the Consultant’s Office) Each forum is to be held at a different Location from the below list:
  - Location 1: District 04 Bossier City or District 08 Alexandria
  - Location 2: District 05 Monroe or District 58 Chase
  - Location 3: District 03 Lafayette or District 07 Lake Charles
  - Location 4: District 02 Bridge City or District 61 Baton Rouge or District 62 Hammond
- Develop, prepare and submit a quarterly newsletter to be included on the LADOTD website. The newsletter must include the services offered by the OJT SS Consultant; upcoming events and/or workshops.
- Develop and distribute literature for HSB contractors (e.g., flyers, brochures, etc.) regarding the OJT Program & accomplishing OJT project goals within forty-five (45) calendar days of contract execution. The department is open to using social media or other outlets in order to disseminate information.
- Notify low bidders of OJT goals and processes on construction projects within one (1) week of monthly letting held at LADOTD Headquarters by email; provide guidance, and information on the appropriate forms including but not limited to:
  - HSB Contractor’s Trainee Enrollment Form
  - HSB Contractor’s OJT Change Form
  - OJT Weekly Reporting Form.
- Assist HSB contractors in submitting their training/apprenticeship programs to STA/FHWA in order to obtain approval of their programs to be used toward OJT participation for current and future projects. Assistance must be provided to HSB Contractors currently working on three or more LADOTD construction projects with eligible OJT Positions. Assistance can be given to other HSB contractors that may be working on less than three projects with eligible OJT Positions, but it is mandatory that HSB contractors working on
three or more LADOTD construction projects with eligible OJT Positions are sought out and provided assistance.

- Attend at least twelve statewide pre-construction meetings in order to advise HSB contractors of OJT contract requirements and provide guidance and assistance on appropriate OJT forms for submission. The OJT PM will determine which meetings you must attend; These meetings are typically held at the following locations:
  - Location 1: District 04 Bossier City or District 08 Alexandria
  - Location 2: District 05 Monroe or District 58 Chase
  - Location 3: District 03 Lafayette or District 07 Lake Charles
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- Provide assistance to OJT Program Manager as requested in tracking and monitoring of OJT hours/pay of OJT trainees for Highway Construction Projects having OJT goals.

- Prepare detailed confidential reports and summaries of each visit/meeting with HSB contractors. Written documentation to verify the names of HSB contractors contacted, method used, time/place/length of conversation and outcome. Provide verification of work and maintain records of all OJT related data for submission with monthly invoices to be submitted to OJT Program Manager for approval of payment.

- Observe and identify problems in departmental OJT Program and develop proposed corrective action which will to be submitted to OJT Program Manager for consideration and approval.

- Assist HSB contractors with outreach, recruitment, retainage, and enrollment of OJT participants in order to meet the goal of at least 20% OJT participation.

1.1.1 GOALS AND OBJECTIVES

The Consultant shall prepare monthly reports to the LADOTD, detailing activities and program progress and report any issues or concerns in detail regarding ability to meet the objectives of the program. The Consultant shall also provide recommendations for improvement that can be implemented immediately or within a reasonable time.

The Program Goals are as follows:

1) To provide business management assistance and educational information regarding OJT to HSB contractors

2) Provide ongoing technical assistance to HSB contractors utilizing business relationships with other firms

3) Provide on-going Support Services to address HSB contractor’s concerns, issues and/or any deficiencies to assist all HSB contractors in becoming more proactive in meeting the individual OJT project goals.

4) To monitor and track OJT participation
1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor’s performance against the criteria in the Statement of Work and are identified as Project Requirements, Performance Goals, Objectives and Monitoring Plan.

1.1.3 MONITORING PLAN

*Mrs. Juanita Linton, LADOTD Program Specialist* will monitor the services provided by the contractor and the expenditure of funds under this contract. Ms. Linton will be primarily responsible for the day-to-day contact with the consultant and day-to-day monitoring of the consultant’s performance. The monitoring plan is the following:

- Consultant will supply monthly invoices that will be verified against the work completed for the month.

1.1.4 DELIVERABLES

The Contract will be considered complete when Consultant has delivered and State has accepted all deliverables specified in the Statement of Work.

Shall be in accordance with the federally mandated *On-The-Job Training (OJT) Program* under the following Code of Federal Regulation (CFR) 23 CFR Part 230, Subpart A. Can be found at: https://www.ecfr.gov/cgi-bin/text-idx?SID=542c16cc0cab44a7ada95149dd9acdf9&mc=true&node=pt23.1.230&rgn=div5

And also at 23 CFR 230, Appendix B to subpart A. *Can be found at:* https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.3.8#ap23.1.230_1121.b

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

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

1.1.6 SUBSTITUTION OF KEY PERSONNEL

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

Any such replacement of key personnel must be approved by LADOTD.
2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on or about November 1, 2017 and is anticipated to end on October 31, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Consultant and all appropriate approvals. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Consultant’s responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Consultant concerning Consultant’s performance under this Contract.

2.3 TAXES

Consultant is responsible for payment of all applicable taxes from the funds to be received under this contract. Consultant’s federal tax identification number is _________________.

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Consultant compensation based on a firm fixed billable hourly rate of $_______ per hour, for a maximum limitation of $__________ for the actual work performed. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Consultant will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say “FINAL INVOICE.”

Payments are predicated upon successful completion and written approval by the State of the described goals and objectives as provided in Sections 1.3 Goals and Objectives. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after Mrs. Juanita Linton, OJT Program Manager, approves the invoice for payment. Invoice must reflect what goal/objective was accomplished for hour(s) worked and the progress that has been made along the way. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.

During the execution of tasks contained in the Scope of Services, the Consultant may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Consultant for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees and the hours worked. These shall be reimbursed at the approved hourly billable rate established from the Consultant’s Proposal. These hourly billable rates shall be used for the duration of the Contract.
Payment will be made only after Mrs. Juanita Linton, OJT Program Manager approves the invoice for payment. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. **Consultant will not be paid more than the maximum amount of the contract.**

### 4.0 TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the State shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) calendar days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Consultant shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

### 4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### 4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### 5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

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 subcontractors and shall fully indemnify and hold harmless the State 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 subcontractors, 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.

If applicable, Consultant will indemnify, defend and hold the State 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 the State 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 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 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, Material or Service; 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 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 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 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.

The State 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.
6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7.0 FUND USE

Consultant agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9.0 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration 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.

10.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11.0 CONFIDENTIALITY OF DATA

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

12.0 SUBCONTRACTORS
The Consultant may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Consultant’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the State and/or State Agency for any breach in the performance of the Consultant’s duties. The consultant will be the single point of contact for all subcontractor work.

13.0 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, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, as amended; 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; and the Title II of the Genetic Information Nondiscrimination Act of 2008.
Consultant 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, genetic information, disability, or age in any matter relating to employment. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE
The Consultant shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or sub-consultants.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Consultant’s headquarters. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for worker’s compensation coverage only.

2. Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy.
Claims-made form is unacceptable.

3. Automobile Liability
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Automobile Liability requirements may be waived or altered at the Agency’s discretion depending on the nature of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS
   Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Consultant shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS
   The policies are to contain, or be endorsed to contain, the following provisions:

   1. Commercial General Liability and Automobile Liability Coverages
      a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the consultant. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

      b. The Consultant’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Consultant’s insurance.

   2. Workers Compensation and Employers Liability Coverage
      To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Consultant for the Agency.

   3. All Coverages
      a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Consultant’s policy. In addition, Consultant is required to notify Agency of policy cancellations or reductions in limits.

      b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Consultant from the obligations of the insurance requirements or indemnification agreement.

      c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

      d. Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and
D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher.** This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Consultant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

Consultant shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

1. The Certificate Holder Shall be listed as follows:
   - State of Louisiana
   - Agency Name, Its Officers, Agents, Employees and Volunteers
   - Address, City, State, Zip
   - Project or Contract #:

2. In addition to the Certificates, Consultant shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

3. Upon failure of the Consultant to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Consultant to purchase and/or maintain any required insurance shall not relieve the Consultant from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Consultant shall include all sub-contractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each sub-consultant. Sub-contractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of sub-consultant’s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Consultant is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Consultant, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Consultant, its owners, agents and employees. The parties further agree that Consultant is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Consultant hereby agrees to protect, defend, indemnify and
hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Consultant agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Consultant, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Consultant as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Consultant in the defense of claims, but this shall not affect the Consultant’s responsibility for the handling of and expenses for all claims.

The Consultant shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

15.0 GOVERNING LAW

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

16.0 CODE OF ETHICS

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

17.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

18.0 INDEPENDENT ASSURANCES

The State of Louisiana /State Agency will also require the Consultant and /or sub-consultants, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability,
including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The consultant could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/program reviews and audits.

These audits will require the Consultant to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Consultant shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Consultant agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

19.0 RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the 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 the Consultant to the State, at the Consultant's expense, at termination or expiration of the contract.

20.0 COMPLETE CONTRACT

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

21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP and consultant’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Consultant’s Proposal.

22.0 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 in accordance with 48 CFR 31 of the (FARS), as modified by LADOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by LADOTD or the Consultant is released in writing by the LADOTD 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 LADOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

THUS DONE AND SIGNED on the date(s) noted below:

__________________________________________________________________________
[NAME OF CONSULTANT] [AGENCY NAME]

__________________________________________________________________________
[AUTHORIZED SIGNATURE] [AUTHORIZED SIGNATURE]

__________________________________________________________________________
[PRINTED NAME] [PRINTED NAME]

__________________________________________________________________________
DATE DATE