RE-BID REQUEST FOR PROPOSALS

for

DOTD DBE Supportive Services

RFP #:3000012217
Proposal Due Date/Time: April 25, 2019 at 3:00 P.M. CDT

State of Louisiana
Department of Transportation and Development

RFP Issued: March 18, 2019
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Part 1: Administrative and General Information

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing consultant services assistance to the Louisiana Department of Transportation and Development (LADOTD) for the Disadvantaged Business Enterprises Supportive Services Program (DBE/SS). For the purposes of this solicitation and resulting contract awards the state of Louisiana will be split into two (2) regions; a map is provided in the Scope of Services. Region A consists of Baton Rouge, Lafayette, Shreveport, Monroe, Lake Charles, Alexandria, and Chase Districts. Region B consists of the New Orleans and Hammond Districts. Each region will have an individual DBE/SS Program. This RFP will result in two Contract Awards. Proposals may be submitted for Region A or Region B. Any proposer interested in providing services for both regions must submit a separate proposal for each region.

LADOTD is committed to providing both Region A and Region B with individual DBE/SS Programs that will contribute to the growth and self-sufficiency of individual minority and woman-owned businesses. The Department’s goal for this program is to continue to assist in educating and mentoring DBE firms so that they can successfully compete in the highway industry and compete fairly for federally funded projects. Only eligible firms will participate in the LADOTD DBE Program.

One Prime-Contractor shall be selected for each region; resulting in two contract awards. The contractor may not subcontract the specified services without prior written agreement of DOTD.

1.2 Background

In accordance with 49 CFR Part 26, The Louisiana Department of Transportation and Development is requesting DBE Supportive Services to assist the Department in the growth, education and training of participating DBE firms and to actively manage an outreach program to educate small minority and woman owned businesses on the benefits of the DBE Program. The Program is designed to provide technical and business related assistance to certified DBE companies in order to strengthen and improve their chance of success in the construction industry. Providing structured training in a classroom setting to address the electronic processes, as well as business management assistance to all DBE firms, will enhance their productivity and efficiency of operations. Additionally, the program will stabilize performance of emerging DBE businesses that are currently performing or have the potential to perform on Louisiana transportation construction projects.
1.3 Goals and Objectives

LADOTD is committed to providing Supportive Services to all certified firms offering firm-specific training and guidance to ensure competitiveness in the highway and construction market. The DBE supportive services program for each region will also focus on the Business Development Program (BDP) providing a comprehensive, tailored and phased business development plans to the selected DBE Firms.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about 10/01/2019 and is anticipated to end on 09/30/2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions & Acronyms

<table>
<thead>
<tr>
<th>Agency</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BDP</td>
<td>Business Development Program</td>
</tr>
<tr>
<td>BP</td>
<td>Business Plan</td>
</tr>
<tr>
<td>CDT</td>
<td>Central Daylight Time</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected proposer.</td>
</tr>
<tr>
<td>CT</td>
<td>Central Time</td>
</tr>
<tr>
<td>DBE</td>
<td>Disadvantaged Business Enterprise</td>
</tr>
<tr>
<td>DBE/SS</td>
<td>Disadvantaged Business Enterprise/Supportive Services</td>
</tr>
<tr>
<td>Discussions</td>
<td>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.</td>
</tr>
<tr>
<td>DOA</td>
<td>Division of Administration</td>
</tr>
<tr>
<td>DOTD</td>
<td>Department of Transportation and Development</td>
</tr>
<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denote an advisory or permissible action.</td>
</tr>
<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
</tr>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td>Proposer</td>
<td>A firm or individual who responds to this RFP.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>Shall and Will</td>
<td>The terms “shall” and “will” denote mandatory requirements.</td>
</tr>
<tr>
<td>Should</td>
<td>The term “should” denotes a desirable action.</td>
</tr>
<tr>
<td>State</td>
<td>The State of Louisiana.</td>
</tr>
</tbody>
</table>
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>March 18, 2019</td>
</tr>
<tr>
<td>Pre-proposal conference (if applicable)</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>March 28, 2019 at 3:00 P.M. CDT</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>April 11, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>April 25, 2019 at 3:00 P.M. CDT</td>
</tr>
<tr>
<td>Presentations &amp; Discussions (if applicable)</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>October 1, 2019</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 the date and time 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, LA 70802-4338

For courier delivery, the street address is 1201 Capitol Access Road; Room EW S-447; Baton Rouge, LA 70802, and the telephone number is 225-379-1444. 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 the RFP Number, Project Name, and shall be submitted prior to 3:00 pm CDT on the due date referenced in the Schedule of Events.
1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

The following qualifications are required for Region A and Region B:

The Proposer shall have, prior to the deadline for receipt of proposals, at least five (5) years’ experience managing a Disadvantaged Business Enterprise Supportive Services Program (DBE/SS).

At least one proposed staff member shall be dedicated to this contract fulfilling the terms of this contract for a minimum of 30 hours per week.

At least one (1) of the proposed staff members shall have at least one (1) year of experience working with DBE/SS.

1.8.2 Desirable Qualifications:

The following qualifications are desired for Region A and Region B:

It is highly desirable that the Proposer have, prior to the deadline for receipt of proposals, at least eight (8) years managing a Disadvantaged Business Enterprise Supportive Services Program (DBE/SS).

In addition to the mandatory employee dedicated for a minimum of 30 hours per week, it is desired that at least one additional staff member be dedicated to fulfilling the terms of this contract for a minimum of 25 hours per week.

It is desired that proposed staff member(s) have a combined experience of at least two (2) years working with DBE/SS.

It is desired that the Proposer currently has, opens, or proposes to use an office or facility location(s) that is located in the region in which they are submitting a proposal.

1.9 Proposal Response Format

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

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.
1.9.3 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.

1.9.4 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. Proposer must furnish audited financial statements if requested by DOTD.

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 and/or exceed the qualifications described in the Mandatory Qualifications for Proposer section.

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

1.9.5 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.

**Location/Proximity of Proposer’s Office(s)**

Proposers should identify the addresses of any offices/facilities that are located in the Region that they are submitting a proposal for that will be used to provide the services described in the Scope of work. These could be current company addresses, sub-consultant addresses, or satellite office addresses. A plan to obtain local/regional addresses in the event of award is also acceptable.

**1.9.6 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. The Proposer should propose an appropriate quantity and quality of personnel to ensure the successful completion of all work with limited LADOTD support. The Proposer should provide a team organizational chart that identifies all proposed personnel for the Proposer. The team organizational chart should include each individual’s name, job description (for this contract), and company of employment.

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.

At least one proposed staff member shall be dedicated to fulfilling the terms of this contract for a minimum of 30 hours per week.

In addition to the mandatory 30 hour/week employee, it is desired that at least one additional staff member be dedicated to fulfilling the terms of this contract for a minimum of 25 hours per week.

One staff member must be provided for overall project oversight. Activities will include but will not be limited to the following:

- Establishing and administering controls to ensure the quality of deliverables.
- Developing (with LADOTD) and maintaining a detailed Project Work Plan and schedule.
- Monitoring Project day to day activities.
- Providing status reports to LADOTD as requested.
Proposers should clearly describe their ability to meet and/or exceed the qualifications described in the Mandatory Qualifications for Proposer section.

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

1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. In order to qualify for the points reserved, the eligible contractor and/or subcontractor(s) must be certified by the deadline for receipt of proposals stated in the Schedule of Events. Reserved points shall be added to the applicable Proposer’s evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

   i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

   ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

   iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

   iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LA VET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:

<table>
<thead>
<tr>
<th>Circle which initiative applies:</th>
<th>HUDSON INITIATIVE</th>
<th>VETERAN INITIATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed Description of Work to be Performed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anticipated Dollar Value of the subcontract for the three-year contract term:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above required information. Additionally, provide a sufficiently detailed description of each subcontractor’s work so as to advise if services are duplicative or overlapping, or if subcontractor’s services constitute a distinct scope of work from each other subcontractor.

### 1.9.8 Cost Proposal

The following Cost Proposal information applies to Region A and Region B

A completed cost proposal, using the “Mandatory Cost Proposal Format” on the following page is a required part of the proposal. Total costs must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors. The hourly billable rates shall be inclusive of all costs.

The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services as described in the RFP, for all three years of the contract. See, Part II, 2.1 Scope of Work/Services, for a description of services required to be provided by the Contractor: Program Objectives, Performance Measurement/Evaluation/Monitoring Plan, 2.2 Tasks and Services, 2.3 Deliverables, 2.4 Technical Requirements and 2.5 Project Requirements. This ‘Total Cost for Three Years’ is for evaluation purposes only. Any proposer interested in providing services for both regions must submit a separate cost proposal for each region.

It is estimated that the contract work will take approximately 4,000 hours per year. Since this is a three-year contract, the proposer shall split 12,000 hours up amongst the proposed Job Classifications, for the
Proposer’s project staff and provide the hourly billable rate for each job classification. One proposed employee shall work a minimum of 30 hours per week, 50 weeks per year; the job title associated with this employee shall have at least 4500 hours in the ‘Estimated Number of Hours’ Column. It is desired that an additional employee work a minimum of 25 hours per week, 50 weeks per year; this desire would be met if the job title associated with this employee had at least 3750 hours in the ‘Estimated Number of Hours’ Column. Contractor will be paid the rates proposed or a lower negotiated rate. The number of hours indicated in this section are for evaluation purposes only.

Mandatory Cost Proposal Format:

<table>
<thead>
<tr>
<th>Job Classifications</th>
<th>Hourly Billable Rate</th>
<th>Estimated Number of Hours for three-years *12,000</th>
<th>Extended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title #1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Title #2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Title #3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Title #4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue Job Titles if needed</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost for three years:

*If a proposer identifies deficiencies or errors in this format, the proposer must bring this information to the attention of Charlotte Garrison at contractservices@la.gov prior to the deadline for receipt of written inquiries. DOTD will review the information and issue any correction as an amendment to the RFP along with the responses to written inquiries.

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that the specified number of copies of the proposal in section 1.11 below be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.
1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked “Original”) and Five (5) numbered copies of the technical proposal. All should be clearly marked technical proposal.

- One (1) Original (clearly marked “Original”) and One (1) numbered copy of the cost proposal. All should be clearly marked cost proposal.

- One (1) USB flash drive of the technical proposal, cost proposal, and financial statements in a Searchable Portable Document Format (PDF).

- One (1) copy of Financial Statements in a separate folder per section 1.9.4 Company Background and Experience and Section 1.23 Determination of Responsibility.

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 Department of Transportation and Development.
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 RFP.

1.14.2 Proposer Inquiries

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

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development

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 the date and time 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. Please indicate whether your questions pertain to Region A or B if applicable.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

Only the RFP Coordinator or her designee has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be 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. 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.

Help scripts are available on OSP website under vendor center at: 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 contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor 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 proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

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. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/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

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior
to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

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 in the form of financial statements per Section 1.9.4. Audited Financial Statements must be provided upon request.

1.24 Use of Subcontractors

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

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. See section 1.9.7 regarding additional requirements for subcontractors that are Certified Veteran/Hudson Initiative small entrepreneurship. Information required of the proposer under the terms of this RFP may also be requested for each subcontractor and must be furnished upon request. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.
1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If Oral presentations are required, the agency reserves the right to adjust the original scores based upon information received in the presentation using the original evaluation criteria.

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.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

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 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 ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (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 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 person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards.

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 Contractors
Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

**Contractor’s Insurance**

The Contractor shall 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 Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

**Minimum Scope and Limits of Insurance**

**Workers Compensation**

Workers Compensation insurance shall be in compliance with the Worker’s Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. 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 workers compensation coverage only.

**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.

**Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**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.

**Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

**Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. 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.

The Contractor’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.

**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.

**All Coverages**
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, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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.

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

Acceptability of Insurers

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.

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

Verification of Coverage

Contractor 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.

The Certificate Holder shall be listed as follows:

State of Louisiana
Dept. of Transportation and Development, Its Officers, Agents, Employees and Volunteers
1201 Capitol Access Road
Baton Rouge, LA 70802
Solicitation # 3000012217

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

Subcontractors

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

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.

Contractor 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 Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor 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, Contractor 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 Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User’s unauthorized modification or alteration of a Product, 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 Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User’s exclusive remedy to take action in the following order of precedence: (i) to procure for 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 Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.33.1 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, 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 Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor 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.

1.34 Payment

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

Payments to the Contractor 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, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor’s Proposal. These rates shall be used for the duration of the Contract.
The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice. The contractor must provide supportive documents (e.g., timesheets, training agendas, attendance rosters, scope of training, speaker/trainer resumes, etc.) in each of the Monthly Reports.

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. Contractor 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, DOTD 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.

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 Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) 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 Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor 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 Contractor of such termination or negotiating with the Contractor an effective date.
Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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 contractor 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 contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration or others so designated by the DOA, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor 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 contractor 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 or as required by applicable State and Federal law. Records should be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the 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 Contractor 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 Contractor to the State, at the Contractor’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 Contractor 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 Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’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 Contractor’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 Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State’s or Contractor’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 contractor 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 the 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 contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.48 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:

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

80101500 For Consulting/Professional Services
81102200 For Engineering and Related Services

1.49 Federal Regulations

Not Applicable to this RFP.
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The LADOTD Business Development Program (BDP) is a major component of the DBE SS Program. The LADOTD BDP will continue to provide tailored technical assistance to underutilized DBE firms through a two-year business and workforce development model designed to take their business to the next level. The program will also provide traditional supportive services to all certified DBEs on an as-needed basis. For Region A the program will target at least six (6) highly motivated underutilized DBE companies that are actively pursuing highway-related work. For Region B the program will target at least Four (4) highly motivated underutilized DBE companies that are actively pursuing highway-related work. Each firm that is chosen to participate will commit to a two-year, in-depth business development program to enhance their business. The technical assistance and resources offered through this program include necessary marketing tools, comprehensive business plans and tailored training.

The DBE Supportive Services Contractor is responsible for providing business management assistance to DBE firms to enhance productivity and efficiency of the firm’s operations by helping to strengthen their infrastructure, increase capacity and profitability and the ability to move to the next level. Supportive Services available to the DBE firms should include, but are not limited to, the following areas:

- Project Management
- Proposal Writing
- Risk Management
- Human Resources
- Safety
- Short-term Lending
- Bonding
- Business Plan Development
- Cash Flow Analysis
- Cost Accounting
- Construction Management
- Estimating and Bidding
- Marketing

Under the direction and supervision of the LADOTD DBE/SS Program Manager, the LADOTD DBE Certification Staff and the LADOTD DBE Contract Administration Staff will assist the DBE/SS Contractor for each Region as needed.

The DBE/SS Contractor for each Region will be responsible for identifying resources needed with assistance from LADOTD. The DBE/SS Contractor will be responsible for the development of a bank of resources on their website or a separate website developed for the DBE firms in their Region with assistance from LADOTD. On this website, the DBE/SS Contractor will be responsible for providing training Webinars for new DBEs in their Region as well as existing DBEs in their Region.

The DBE/SS Contractor for each Region shall develop other means of communicating with the DBEs in their Region through a social media presence by using existing and/or developing new social media accounts to expand the reach of the contractor with assistance from LADOTD. The DBE/SS Contractor will
be responsible for developing a method to provide DBEs in their Region with information specific to their area of work as well as developing a process to recognize and introduce DBEs to help build team development.

The DBE/SS Contractor, with the assistance of the LADOTD, shall develop and facilitate an Annual DBE Summit for all certified DBE’s in their Region. The Summit shall be held at a venue centrally located within their Region. Event(s) may be held at a DOTD facility, in the required location, if advanced notice and approval is received for the desired date(s) and the time(s) from the DOTD DBE/SS Program Manager. The event shall include speakers from state and local entities to provide information on business opportunities. The DBE/SS Contractor will organize and schedule the appropriate DOTD staff to present information on various DOTD topics that could benefit DBE’s doing business with the department. Any cost for items such as venue, refreshments or printed material will be at the expense of the DBE/SS Contractor. The DBE/SS Contractor will also be responsible for quarterly outreach events targeting the LADOTD Districts in their Region.

PROGRAM OBJECTIVES
The following program objectives are required for Region A and Region B:

1. To provide business management assistance to DBE firms to enhance productivity and efficiency of firm’s operations.
2. Provide ongoing technical assistance to DBE firms utilizing business relationships with other DBE firms and prime contractors
3. Identify resources and develop a bank of resources; develop a social media presence
4. Provide ongoing Support Services to address DBE firms concerns, issues and/or any deficiencies to assist all DBE firms in developing their business to become more marketable and competitive in the construction industry
5. To recruit new DBE firms capable of performing in highway construction related projects for program participation
6. To recruit new DBE firms when other USDOT recipients have identified the need for an increase of recruitment of new DBEs in specialized areas of work
7. Develop and conduct specialized training programs to assist DBE firms by increasing knowledge and capabilities of new electronic processes/software and ability to locate information on current and future highway construction projects
8. Develop web based trainings/webinars for new and existing DBE firms

Performance Measurement/Evaluation/Monitoring Plan
The following is required for Region A and for Region B

1. Within 60 days of contract execution develop, conduct and compile results of a survey that will identify DBE firms in your contracted region with business management deficiencies
2. Survey will be sent on a continuous basis, as new firms in your contracted region are certified
   a. For Region A the survey process shall identify at least six (6) underutilized DBE companies to participate in the BDP
   b. For Region B the survey process shall identify at least four (4) underutilized DBE companies to participate in the BDP
   c. Monthly copies of agenda(s), attendance or sign-in roster(s) and type of assistance must be provided to LADOTD with monthly invoices
3. Using results from survey provide on-going assistance to these firms to enhance and improve the firm’s business techniques, processes and methodologies

4. In an effort to strengthen and enhance each DBE firm’s ability to bid and estimate projects, specialized technical assistance should be provided continuously throughout the life of the contract based on need

5. Within 90 days, provide a dedicated webpage of resources for the DBE firms in your region as well as utilize social media platforms to help market to DBE firms in your region.

6. During the life of the contract facilitate an annual one-day DBE Summit for your region:
   o The purpose of the Summit is to educate and train DBEs on doing work with DOTD and other local and public entities in a statewide networking event.

7. During the life of the contract facilitate Quarterly Outreach Events:
   Region A must hold one Quarterly Outreach Event at each location below:
   - Location 1: District 04 Bossier City or District 05 Monroe
   - Location 2: District 61 Baton Rouge
   - Location 3: District 03 Lafayette or District 07 Lake Charles
   - Location 4: District 08 Alexandria

   Region B must hold two Quarterly Outreach Events at Location 1 from the below list and two Quarterly Outreach Events at Location 2 below:
   - Location 1: District 02 Bridge City
   - Location 2: District 62 Hammond
   a. Monthly copies of agenda(s), attendance or sign-in roster(s) and type of assistance must be provided to LADOTD with monthly invoices

8. Develop, prepare and distribute a monthly newsletter via email to all regional certified DBE firms, contractors and suppliers. LADOTD will provide the email list. The newsletter must include the services offered by the DBE SS Contractor, as well as links to resources including LADOTD Project Letting Information, LADOTD Consultant RFP advertisements; upcoming events and/or workshops and list of newly certified DBE firms in your region, including work capabilities and contact information.
   - Each monthly newsletter shall be approved by LADOTD prior to distribution
   - A copy of each newsletter shall be provided to LADOTD with monthly invoice
   - Monthly copies of agenda(s), attendance or sign-in roster(s) and type of event and/or workshop must be provided to LADOTD with monthly invoices

9. Utilizing marketing skills and outreach events, recruit and assist new firms who specialize in highway construction projects or other specialized areas of work, ensuring the firms meet the 49 CFR Part 26 requirements to obtain DBE certification
   - Region A must attempt to recruit 6 new firms
   - Region B must attempt to recruit 4 new firms
   - Written documentation to verify the firms contacted for recruitment and assistance must be provided to LADOTD with monthly invoices

10. Identify the DBE firms needing specialized assistance and in what areas. Schedule one-on-one assistance and develop and conduct instructor-led training at various times throughout the life of the contract based on need. A minimum of 4 classes for Region A and 2 classes for Region B in classroom-type training must be held annually. This training is to be held at the Contractor’s Office or other facility provided by the contractor. Within the bank of resources, develop an area for webinars and videos that will help reach all DBE firms.
    - Monthly copies of agenda(s), attendance or sign-in roster(s) and type of assistance must be provided to LADOTD with monthly invoices
2.2 Task and Services

The DBE/SS Contractor for each Region shall:

- Provide business management assistance to DBE firms in your Region
- Provide on-going technical assistance to DBE firms in your Region
- Provide on-going Support Services for your Region to address DBE firm concerns, issues and/or any deficiencies
- Recruit Potential DBEs in your Region
- Develop and conduct specialized training programs to assist DBE firms in your region
- Develop and implement a Business Development Program (BDP)

2.3 Deliverables

The DBE/SS Contractor for each Region will be required to furnish the following throughout the term of the contract:

- Invoice and supporting documents including but not limited to copies of agenda(s), attendance or sign-in roster(s) and type of assistance
- Copy of each monthly newsletter
- Written documentation to verify the firms contacted for recruitment and assistance
- Copies of agenda(s), attendance or sign-in roster(s) and type of event and/or workshop
- Copies of completed Business Plans (BP)s
- Results of surveys conducted for continued process improvements
- Website activated and maintained

2.4 Technical Requirements

Contractor will be required to provide specialized technical (IT) assistance regarding bidding and estimating construction and letter-bid projects for the DBEs in their Region. Additionally, Contractor will be required to provide one-on-one training and tutorials to enable DBE firms to successful use the on-line bidding process. Contractor shall have a good working knowledge of the LADOTD website.

2.5 Project Requirements

The Disadvantaged Business Enterprise Supportive Services Contractor must fulfill the specific reporting requirements detailed below for the duration of the contract. Performance goals and objective will be completed and submitted to the DOTD on a monthly basis as well as in an annual performance report upon the completion of the contract period.
Performance goals and measures will be used to determine whether each objective has been achieved. They will also act as monitoring and evaluating tools. This will be accomplished by but not limited to bi-weekly meetings, monthly reporting, establishing training seminars/programs. The following documented reports must be submitted to LADOTD:

- Monthly Performance Reports shall be submitted throughout the contract year and each monthly Performance Report shall include all supporting documentation for monthly accomplishments indicating support staff who performed duties and amount of time staff spent on performance of each task/duty.
- Evaluation of service surveys shall be completed by DBE firms on a quarterly basis.
- An annual program performance report shall be due within 30 days of the contract completion date.
- Participation evaluations shall be offered as a component of a firm’s annual affidavit submission to DOTD.

The reports submitted by the DBE/SS contractor shall include the following:

- Each objective and the progress achieved for each reporting period. Data shall be measurable and include numerical data indicating the impact of the program on participants.
- Accomplishments of program to date must be identified.
- Any problems encountered to date, possible solutions or improvements to the program, and value of continued program funding must be identified.
- Any additional information, concerns, or recommendations for program enhancement shall be included.
LOUISIANA DOTD - DBE SUPPORTIVE SERVICES

MAP OF REGIONS

REGION A:
Dist 03 - Lafayette
Dist 04 - Bossier City (Shreveport)
Dist 05 - Monroe
Dist 07 - Lake Charles
Dist 08 - Alexandria
Dist 58 - Chase
Dist 61 - Baton Rouge

REGION B:
Dist 02 - Bridge City (New Orleans)
Dist 62 - Hammond

DOTD Districts

<table>
<thead>
<tr>
<th>Number</th>
<th>District Name</th>
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<tbody>
<tr>
<td>02</td>
<td>Bridge City</td>
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<tr>
<td>03</td>
<td>Lafayette</td>
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<tr>
<td>04</td>
<td>Bossier City</td>
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<td>05</td>
<td>Monroe</td>
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<td>07</td>
<td>Lake Charles</td>
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<td>08</td>
<td>Alexandria</td>
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<td>58</td>
<td>Chase</td>
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<tr>
<td>61</td>
<td>Baton Rouge</td>
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<tr>
<td>62</td>
<td>Hammond</td>
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</tbody>
</table>
PART 3: EVALUATION

Region A and Region B will be evaluated separately. Any proposer interested in providing services for both regions must submit separate proposals for each region.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

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>
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</thead>
<tbody>
<tr>
<td>1. Company Background and Experience</td>
<td>21</td>
</tr>
<tr>
<td>2. Approach and Methodology</td>
<td>21</td>
</tr>
<tr>
<td>3. Proposed Staff Qualifications</td>
<td>21</td>
</tr>
<tr>
<td>4. Louisiana Veteran and/or Hudson Initiative</td>
<td>12</td>
</tr>
<tr>
<td>5. Cost</td>
<td>25*</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Criteria one (1) through three (3):
Each proposal shall be rated for criteria one through three, with 0 being the lowest score and the maximum score indicated above being the highest possible score as shown for each category.

Criteria four (4):
Louisiana Veteran and/or Hudson Initiative shall be rated as specified in section 1.9.7 of RFP.

The proposal will be evaluated in the light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

Criteria five (5):
The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

\[
CCS = \frac{LPC}{TCP} \times 25
\]

Where:  
CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated
PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance of the contract will be measured by the DBE SS Program Manager, or designee, 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

4.2.1 Performance Measures/Evaluation:

Mrs. Euphemia Smith, LADOTD DBE SS Program Manager, or designee, will monitor the services provided by the Consultant and the expenditure of funds under this contract. Mrs. Smith will be primarily responsible for the day-to-day contact with the consultant and day-to-day monitoring of the consultant’s performance.

4.2.2 Monitoring Plan:

The monitoring plan is the following:

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

4.3 Veteran and 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 ten (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 subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific
intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or Authorized

Typed or Printed Name: 

Date: 

Title: 

Company Name: 

Address: 

City: ______________________ State: ____________ Zip: ______________________
ATTACHMENT II: SAMPLE CONTRACT

This is a sample contract. Information for awarded contract will be transferred from awarded proposal or negotiated terms and scope of work/services from solicited RFP and inserted in areas within brackets or applicable sections. Actual contract will be subject to approval of all parties with final approval of Office of State Procurement. See below for the boilerplate language with general terms and conditions.

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 "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[Complete a Concise Description of Services to be provided or Attach Statement of Work]
Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.

1.1.1 GOALS AND OBJECTIVES

[List GOALS AND OBJECTIVES OF THIS CONTRACT]

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:

[List PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. [Name and Title or Position] will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor’s performance.

1.1.4 DELIVERABLES

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

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.

If Contractor proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

1.1.6 SUBSTITUTION OF KEY PERSONNEL
The Contractor’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 Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State’s or Contractor’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 contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1. TERM OF CONTRACT
This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

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 Contractor’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 Contractor concerning Contractor’s performance under this Contract.

2.3. TAXES
Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor’s federal tax identification number is ________________. Contractor’s seven-digit LDR account number is ____________.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right
to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of $ [TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

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. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1. TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) 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 Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor 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 Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

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.

Contractor 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 Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor 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, Contractor 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 Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, 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 Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for 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 Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

5.1. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, 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 Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor 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.

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

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

8.0 ASSIGNMENT
No contractor 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 contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the 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 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.

12.0 SUBCONTRACTORS

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

13.0 CIVIL RIGHTS COMPLIANCE

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

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

14.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A:- VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

Contractor’s Insurance
The Contractor shall 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 Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Minimum Scope and Limits of Insurance

Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. 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 workers compensation coverage only.

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.

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.

Cyber Liability
Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

**Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. 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.

The Contractor’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.

**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.

**All Coverages**

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, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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.

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

**Acceptability of Insurers**

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.

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

**Verification of Coverage**

Contractor 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.

The Certificate Holder shall be listed as follows:
State of Louisiana  
Dept. of Transportation and Development, Its Officers, Agents, Employees and Volunteers  
1201 Capitol Access Road  
Baton Rouge, LA  70802  
Solicitation # 3000012217

In addition to the Certificates, Contractor 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.

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

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

**Workers Compensation Indemnity**  
In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, 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 Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor 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.

**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 contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the 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

Not Applicable.

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

22.0 COST RECORDS

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

23.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.
The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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

_________________________________________  ______________________________________
[NAME OF CONTRACTOR]  [AGENCY NAME]

_________________________________________  ______________________________________
[AUTHORIZED SIGNATURE]  [AUTHORIZED SIGNATURE]

_________________________________________  ______________________________________
[PRINTED NAME]  [PRINTED NAME]

_________________________  _______________________
DATE  DATE
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. Contractors will have a choice of receiving electronic payment for all payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and not already enrolled in EFT, you will be asked to comply with this request by choosing EFT. You may indicate your acceptance below.

**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 and an enrollment form is available at: [http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf](http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf)

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

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________________________________________
Printed Name of Individual Authorized

________________________________________
Authorized Signature for payment type chosen Date

________________________________________
Email address and phone number of authorized individual