REQUEST FOR PROPOSAL

EMERGENCY TRANSPORTATION SERVICES FOR THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

File Number: ___________________

Solicitation Number: 3000012844

Proposal Opening Date: June 19, 2019

Proposal Opening Time: 10:00 AM

State of Louisiana
Office of State Procurement

May 15, 2019
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REQUEST FOR PROPOSAL
FOR
EMERGENCY TRANSPORTATION
SERVICES FOR THE LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing emergency transportation assets and transportation management services for the Louisiana Department of Transportation and Development (LADOTD).

1.2 Background

LADOTD is the designated primary state agency charged with Emergency Support Function 1 - Transportation (ESF–1) responsibilities, pursuant to the State of Louisiana Emergency Operations Plan (EOP). The current EOP is provided in Attachment F of this RFP.

These responsibilities include the procurement, monitoring, and management of emergency evacuation transportation assets and movement of evacuees and personnel upon and during the activation of the State EOP.

When the Governor of Louisiana orders the support of an evacuation for one or more at-risk parishes based on an impending hurricane or other incident/disaster, authorized state and local officials may be required to implement all or portions of the State of Louisiana Emergency Operations Plan. Critical Transportation Needs (CTN) evacuees are individuals who do not have access to personal transportation and will require government-provided transportation assistance to evacuate.

An evacuation impacting multiple parishes will undoubtedly pose a severe strain on the limited pool of local and state government resources. These resources may include but are not limited to sheltering, staffing at evacuee support sites, and transportation (government owned and contractor owned) assets. Therefore, as a proactive measure to ease the strain on government resources required to successfully support a CTN evacuation, the State is contracting a transportation vendor to provide management and operational support, and to provide a quick response multi-model private sector scalable fleet which may include motor coaches, passenger vans and para-transit vehicles.

The State of Louisiana Emergency Operations Plan is reviewed on an annual basis, and will be updated accordingly.
1.3 Goals and Objectives

LADOTD desires:
1. Safe and effective transportation of CTN evacuees and small household pets to and from locations throughout Louisiana and neighboring states as designated by LADOTD before, during, and after a pending or actual emergency or disaster.
2. Effective management services to include:
   a. operational management of the execution of the Louisiana Critical Transportation Needs Transportation Plan for vehicles not provided by the Contractor;
   b. management of the emergency deployment of a motor coach fleet provided by the Contractor in support of a disaster-induced evacuation.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of sixty (60) months to begin on or about December 1, 2019 and to end November 30, 2024, unless otherwise terminated in accordance with termination provisions of the Contract. Total contract time may not exceed sixty (60) months.

1.5 Definitions

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

B. Contract – A legal binding agreement between the State and the awarded Contractor(s).

C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

D. Daily Rate – Cost for the services of a vehicle for a twenty-four (24) hour time period (starts once checked into a Vehicle Staging Area).

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

F. Dead Head Mileage - Mileage from Point of Origin to check-in point.

G. Emergency Response Operations – Activities conducted under extreme or potential hazardous conditions that are life-saving which require the exemption of normal operating restrictions.

H. ESF-1 – Emergency Support Function that is designated by the State of Louisiana EOP for meeting the transportation needs of the public and state agencies during an emergency or event.

I. ESF-1 Branch – The group of people located in the LADOTD Emergency Operations Center and designated locations throughout the state that coordinates and oversees ESF-1 activities.
J. **Fuel Surcharge** – The fuel surcharge set forth in the Contract Price Sheet.

K. **In-Process** – The actions to place a vehicle into operation at a Vehicle Staging Area (VSA).

L. **Liaison Officer** – A person from an organization or agency that coordinates activities between two or more agencies.

M. **LADOTD** – Louisiana Department of Transportation and Development which is the primary agency in the State of Louisiana for the ESF-1.

N. **May** - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).

O. **Mission Ready** – Transportation Resources including but not limited to the vehicle and operator are ready to receive and execute assigned missions or movement to alternate locations.

P. **Motor Coach Bus** – Standard full size motor coach with a minimum passenger seating capacity of forty-seven (47) persons. A wheelchair lift-enabled motor coach shall be considered a “Bus” and not a “Para-transit Vehicle.”

Q. **Multi-Modal Fleet Market Survey** – A report furnished by the Contractor that contains a description of available vehicles with the time frame for delivery to Louisiana.

R. **Must** - The term denotes mandatory requirements.

S. **Operational Vehicle** – When a vehicle has been processed in to the service of LADOTD and has a driver present prepared to be immediately deployed or dispatch to execute a mission.

T. **Other Vehicle** – Any vehicle designated or paid for by LADOTD for use in the ESF-1 mission not specifically addressed in this document.

U. **Para-Transit Bus** – A ADA compliant vehicle for use with special needs passengers and with a minimum seating capacity of six (6) persons. Wheelchair lift- enabled motor coaches are not counted as or considered a Para-transit vehicle.

V. **Parish Pick-Up Point (PPP)** – A location designated by the Parish or local government that is used to congregate passengers for transport from the area.

W. **Passenger Vehicle** – A term used to describe a vehicle with air conditioning capable of transporting passengers for short distances.

X. **Personnel Status Report** - A report detailing all personnel deployed in or to the State of Louisiana under the terms of the contract, listing actual arrival date and time and/or estimated arrival date and time, daily location with date and time, current assigned responsibility, current assigned shift, and actual and/or estimated departure date/time.

Y. **Point of Origin** – The location of the vehicle when it is ordered to report to the check-in point.

Z. **Pro-Rated Daily Rate** – Cost for the services of a vehicle that is calculated for a time period that is less than twenty-four (24) hours.

AA. **Proposal** – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

BB. **Proposer** – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
CC. **Replacement Vehicle** – A vehicle that replaces a vehicle that is currently in service.

DD. **Shall** – The term denotes mandatory requirements per La. R.S. 39:1556(52).

EE. **Should** – The term denotes a desirable action.

FF. **Shelter** – A location with a facility to temporarily house people.

GG. **Shift** – Periods of time within a twenty-four (24) hour time span that signifies a period of continuous duty.

HH. **Stability and Support** – Activities conducted that provide basic life sustaining functions and when normal operating restrictions are in place.

II. **Staging Operation** – The consolidation of vehicles and drivers in a location with an expectation of continued and expedient use of vehicles and drivers.

JJ. **State** - The State of Louisiana.

KK. **Task Order** – Written order issued by an authorized representative of LADOTD for the procurement of services under the contract.

LL. **Vehicle** – A term used to refer to all or any mode of transportation within this RFP to include motor coaches/buses, para-transits, or passenger vans.

MM. **Vehicle Day** – A twenty-four (24) hour time period from 12:01 AM though 12:00 PM.

NN. **Vehicle Refreshing Point** – A location used to replenish the vehicle for continued operations.

OO. **Vehicle Report Time** – The time designated to account for the vehicles under the control of LADOTD used to determine quantity of vehicles and compliance to contractual obligations.

PP. **Vehicle Staging Area** – A location used to in-process or out-process a vehicle into or out of service or place or prepare a vehicle awaiting a mission assignment.

QQ. **Vehicle Status Report** - A report detailing the number of Buses, Para-transit Vehicles, passenger van and other vehicles being contracted by LADOTD, their locations, origin, destination, number of passengers and pets, estimated time of arrival at destination, current mission status, and next mission assignment.

RR. **Vehicle Transfer Point** – A location used to transfer passengers from one vehicle to another vehicle.

### 1.5.1 Acronyms

A. **ADA** – Americans with Disabilities Act

B. **AVL** – Automated Vehicle Location

C. **CTN** – Critical Transportation Needs

D. **CTNS** – Critical Transportation Needs Shelter

E. **DOA** – Division of Administration

F. **DOT** – United States Department of Transportation

G. **EOC** – The Louisiana DOTD Emergency Operations Center
H. **EOP** – Emergency Operations Plan
I. **ESF** – Emergency Support Function
J. **FMCSA** – Federal Motor Carrier Safety Administration
K. **FMS** – Federal Medical Shelter
L. **GIS** – Geographical Information System
M. **GOHSEP** – Governor’s Office of Homeland Security and Emergency Preparedness
N. **LADOTD** – Louisiana Department of Transportation and Development
O. **LDAF** – Louisiana Department of Agriculture and Forestry
P. **LNO** – Liaison Officer
Q. **MSNS** – Medical Special Needs Shelter
R. **OSP** – Office of State Procurement
S. **P2PS** – Point to Point Shelter
T. **PCP** – Parish Collection Point
U. **PPP** – Parish Pick-Up Point
V. **RFP** – Request for Proposal
W. **SOS** – Sex Offender Shelter
X. **VSA** – Vehicle Staging Area

**1.6 Schedule of Events**

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
<th>Time (CT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP posted to LaPAC; and Blackout Period begins</td>
<td>5/15/2019</td>
<td></td>
</tr>
<tr>
<td>2. Deadline to receive written inquiries</td>
<td>5/28/2019</td>
<td></td>
</tr>
<tr>
<td>3. Deadline to answer written inquiries</td>
<td>6/5/2019</td>
<td></td>
</tr>
<tr>
<td>4. Proposal Opening Date (Proposal Submission Deadline)</td>
<td>6/19/2019</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>5. Oral discussions with Proposers, if applicable</td>
<td>To be scheduled</td>
<td></td>
</tr>
<tr>
<td>6. Best and Final Offer with Proposers, if applicable</td>
<td>To be scheduled</td>
<td></td>
</tr>
<tr>
<td>7. Notice of Intent to Award to be issued</td>
<td>To be scheduled</td>
<td></td>
</tr>
<tr>
<td>8. Contract Initiation</td>
<td>To be scheduled</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.12.2 of this RFP.

It is the Proposer’s responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer’s failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement no later than the date and time shown in the Schedule of Events.

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

Important - Clearly mark outside of envelope, box or package with the following information and format:

X Proposal Name: Emergency Transportation Services
X File Number: Z 300012844 P, Solicitation Number: 3000012844
X Proposal Opening Date and Time: June 19, 2019 at 10:00 AM

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement
P. O. Box 94095
Baton Rouge, LA  70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in Section 1.6 Schedule of Events, of this RFP.
Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer’s chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.8 Proposal Response Format

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

A. **Cover Letter**: The cover letter should be submitted on the Proposer’s official business letterhead and should exhibit the Proposer’s understanding and approach to the project. It should contain a summary of Proposer’s ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION**: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State’s request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**

4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer’s vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **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.

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.

D. **Proposed Solution/Approach:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.

- 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.

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

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.
Proposers should provide a list of staff classifications with detailed descriptions of job duties and responsibilities.

F. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

G. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

H. **Financial Proposal:** Proposer’s fees and other costs, if any, shall be submitted in accordance with Attachment A: Pricing Schedule. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

1.9 **Number of Response Copies**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:
- Six (6) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See Section 1.11 of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See Section 1.11 of this RFP)

1.10 **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 is to 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 **Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and
other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.12.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in Section 1.6 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State’s contact person for this RFP, Jeremy Meiske, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement
Attention: Jeremy Meiske
P. O. Box 94095
Baton Rouge, LA 70804-9095

E-Mail: jeremy.meiske@la.gov

Phone: (225) 342-8022/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer’s questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer’s responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer’s failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing
to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**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](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

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

### 1.12.3 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 **Section 1.12.2** 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. Further, failure to comply with these requirements may result in the Proposal’s disqualification.

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:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. 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.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

1.19 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.20 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
1.21 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

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

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.22 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.23 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.24 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.25 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer’s cost.
1.26 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.27 Prime Contractor Responsibilities

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

1.28 Use of Subcontractors

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

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.29 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State’s understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.
1.30 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.31 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.32 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

1.33 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with 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 from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.34 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.
Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.35 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in Attachment C of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State’s mandatory terms and conditions including but not limited to those contained in Section 1.24 of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.36 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The “Notice of Intent to Award” letter is the notification of the award of the contract. However, the “Notice of Intent to Award” is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Schedule of Events.” If this date is not met, through no fault of the State, the State may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and 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, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8022 or E-mail to Jeremy.Meiske@la.gov.

1.38 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with Attachment E: Insurance Requirements for Contractors. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in Attachment E: Insurance Requirements for Contractors for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.40 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 the 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 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 in the performance of the contract, 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.

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State 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) State’s unauthorized modification or alteration of a Product, Material, or Service; (ii) State’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor’s product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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 for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the 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 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.

### 1.41 Payment

The Agency shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment A of this RFP. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and task order number, using department and line number and description as listed on the Pricing Schedule. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.
a. During Activation, after the issuance of a task order, the Contractor shall be paid the
assigned hourly billable rate for each personnel with the following position descriptions:
   Vehicle Staging Area (VSA) Personnel
   Parish Pickup Point (PPP) Personnel
   Emergency Operations Center (EOC) Liaison
   Evacuation Operations Manager

b. Contractor shall be paid the assigned ‘Daily Rate’ per each Calendar Day for all personnel
participating in training, exercising and coordination meetings. This daily rate will be the
only compensation for all costs related to the participation in the training exercises, including
but not limited to all food, lodging, travel, mobilization, and demobilization costs. There will be no separate reimbursable of costs for expenses related to this participation. The following position descriptions will be reimbursed at the Daily Rate when participating in training/exercises:
   Vehicle Staging Area (VSA) Personnel
   Parish Pickup Point (PPP) Personnel
   Emergency Operations Center (EOC) Liaison

c. There will be no payment for the Contractor’s Executive Staff and Senior Management
participation in operations, training, exercises, conference calls, and meetings.

d. Payment for vehicles will not exceed the quantity of operational vehicles per day based
on the quantity ordered per Task Order(s) issued by LADOTD.
   (Example: If a Task Order is issued for seven hundred (700) operational vehicles, the
quantity of vehicles and drivers needed to ensure there are seven hundred (700)
operational vehicles per day is irrelevant; only seven hundred (700) vehicles will be paid for).

e. Payment for vehicles will only be for the quantity of operational vehicles per day. Vehicles
that are not operational will not be paid for. (Example: If a Task Order is issued for one
hundred (100) operational vehicles, and only seventy-five operational vehicles are
available or present at the time stated on the Task Order(s), only seventy-five (75) vehicles
will be paid for.)

f. The Contractor shall be paid at a daily rate based on the availability of each vehicle to be
used or the operational status of the vehicle, plus fuel surcharge.

g. The Contractor shall be paid a Dead Head Mileage rate per vehicle from Point of Origin to
Check-In location. The Contractor shall be paid a single Dead Head Mileage rate per
vehicle, based on the quantity of vehicles per Task Order(s) issued by LADOTD. Any
additional/replacement vehicles provided by the Contractor to meet the number of vehicles
Task Ordered will not be paid a dead head rate. There will be no payments for Dead Head
Mileage unless a Task Order(s) for Vehicles has been issued by LADOTD. Dead Head
Mileage will be calculated based on Google maps routing.

h. Fuel Surcharge: Fuel surcharges may only be applied to the price of the vendor fuel cost
per mile, as referenced below, and may not be applied against the product cost when fuel
prices exceed 10% of the cost of fuel on the date the solicitation is due. For diesel fuel,
the index used for the contract will be the weekly U.S. On-Highway Diesel Fuel Prices for
the Gulf Coast (PADD3) region as posted each Monday by the Energy Information
Agency. For gasoline, the index used for the contract will be the weekly U.S. Regular
Gasoline Prices for the Gulf Coast (PADD3) region as posted each Monday by the Energy Information Agency. Both indices are available at: https://www.eia.gov/petroleum/gasdiesel/.

Vendor’s per mile unit pricing shall include an allowance for a +/-10% variance in fuel costs. A fuel surcharge may be requested for those fuel costs in excess of the 10% variance based on the appropriate fuel index posted the Monday prior to the Solicitation due date and the Monday prior to the actual service date.

Fuel Cost Per Mile = $
Fuel Cost Per Gallon (solicitation due date) = $
Fuel Cost Per Gallon (service date) = $
Percent increase from (solicitation due date to service date) = _____%
Price Per Mile Multiplied by Percent Increase = $___ X ____% = $
(surcharge allowed)

Contractor must provide a Trip Sheet and/or Driver Log for each Vehicle documenting the dates, times, starting point, destination, mission, driver, and mileage. This log is to be updated daily and will be required for timely payment of the Fuel Surcharge. The Contractor must ensure the driver completes and provides LA DOTD staff at the VSA the Transportation Asset Tracking Form (Individual Check In/Out Form) provided in Attachment B of this RFP. There will be no fuel surcharge for Dead Head mileage.

i. Contractor will be paid per motor coach per calendar day for all training exercises. The daily rate will be the only compensation for all costs related to the participation of the motor coaches and associated personnel in the training exercises, including but not limited to personal, equipment, fuel, travel, meals, mobilization, and demobilization expenses; there will be no separate reimbursement of costs for expenses related to this participation.

j. There will be no payments made on any items of work unless a Task Order(s) has been issued by LA DOTD.

1.41.1 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.41.2 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment is EFT payments sent directly from the State’s bank directly to the payee’s bank. Please see Attachment D: Electronic Vendor Payment Solution of this RFP for additional information regarding electronic payment methods.

1.42 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor’s
intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.42.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such 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.

The 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 the contract, provided that the Contractor shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

1.42.2 Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.42.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 are not appropriated.

1.43 Assignment

The Contractor shall not assign any interest in the 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 his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.
1.44 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.45 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Transportation and Development, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.46 Civil Rights Compliance

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

1.47 Record Retention

The Contractor, as well as any consultants, sub-consultants, and subcontractors performing work under the contract, shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.48 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by 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 Contractor to the State, at Contractor’s expense, at termination or expiration of the contract.
1.49 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.51 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.52 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. 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.

1.53 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.54 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for $25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “Audit Requirements in Subpart F of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (formerly 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.

1.54.1 Proposer's Eligibility

A statement of the Proposer’s involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.54.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.55 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.56 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.57 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.58 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.
1.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor’s product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the Contract.

1.62 Commissioner’s Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner’s duties and responsibilities under law, including, but not limited, to the Commissioner of Administration’s authority in procurement matters.

1.63 Proposer’s Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State’s right to audit or to withhold State owned documents.

1.64 Security

Contractor’s personnel shall comply with all security regulations in effect at the State’s premises, the Information Security Policy at http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.65 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of $100,000 or more and to Proposers with five or more employees:
By submitting a response to this solicitation, the 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. The Proposer has also 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.

1.66 Key Internal Control Outsourcing

NOT REQUIRED FOR THIS RFP.

1.67 Federal Provisions

INDEMNIFICATION: To the fullest extent permitted by law, the awarded Proposer shall indemnify the Federal Government, its employees and/or their contractors, GOHSEP, its employees and/or their contractors, and LA DOTD, its employees and/or their contractors, holding them harmless from liability to third parties for claims asserted under the contract.

FEMA SUB-RECIPIENT CERTIFICATION: The Subrecipient certifies that:

1. It possesses the legal authority to receive the funds under the contract and that its governing body (if applicable) has authorized the execution and acceptance of the contract.
2. The individual executing the contract on Subrecipient’s behalf has the authority to legally execute the contract and bind the Contractor to its terms.
3. With respect to any Subrecipient other than a State agency or political subdivision of the State, which received funds under the contract from the federal government, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within the five-year period preceding entering into the contract had one or more public transactions (federal, State, or local) terminated for cause or default; and
   c. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
      i. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
      ii. Violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient certifies that to the best of its knowledge and belief:
1. No federal appropriated funds have been or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

   a. Subrecipient understands that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” pursuant to 31 USC § 1352 in accordance with its instructions.

2. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under the contract have been produced in the United States as required by 41 USC § 10a, unless it would not be in the public interest or unreasonable in cost.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subrecipients must certify and disclose accordingly. The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

1. Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

2.1.1 Required Services

The Louisiana Department of Transportation and Development is seeking one (1) Contractor to provide two (2) evacuation management services:

1) operational management of the execution of the State of Louisiana Emergency Operations Plan.

2) emergency deployment of a motor coach fleet in support of a disaster-induced evacuation.

These two (2) services should be addressed separately in the response and be capable of being activated/utilized independently of each other. This RFP references mission objectives laid out in the State of Louisiana Emergency Operations Plan.

The Contractor will provide all necessary services as listed in this RFP to safely and effectively transport the residents of Louisiana and small household pets to and from locations designated by the LADOTD, before, during and after a pending or actual emergency/disaster.

The Contractor will provide motor coach buses, para-transit vehicles, and passenger vans along with drivers, support staff, and resources to operate in an emergency situation or emergency evacuation. Vehicles and staff will operate in shifts to provide coverage on a twenty-four (24) hour a day/seven (7) day a week basis under extreme weather, traffic, and/or environmental conditions.

The Contractor shall provide vehicle dispatching at the direction of LADOTD.

The Contractor will provide fuel, maintenance, and sanitation collection for all vehicles along with food, lodging, transportation, restrooms, wash stations, showers and incidentals for all vehicle drivers, support staff, and any employee in the service of the Contractor.

Quantities on Attachment A: Pricing Schedule of this RFP are for evaluation and pricing only. The circumstances of each event will dictate actual quantities of services needed.

2.1.2 Scope

1. Evacuation Management and Operational Support

a. The evacuation management and operational support service portion of this scope of work must include subject matter experts in transportation and evacuation management that, upon the State’s request, deploy to the LADOTD EOC to assist and manage in shaping the CTN evacuation operation, and provide support to the adaptive planning and documentation process. It must also include staff that will deploy to specified locations as laid out in the State of Louisiana Emergency Operations Plan, and/or other locations as listed in Section 2.4 of this RFP.
b. The State requires various evacuation management services that must be available and scalable depending on the threat.

2. Emergency Motor Coach Fleet

a. The Contractor shall provide over-the-road bus services to support vulnerable population evacuations for those that are deemed fit to board and ride on a contracted multi-model vehicle and in accordance with the State of Louisiana Emergency Operations Plan. Although the plan is based on a hurricane scenario, it may be tailored to support other disasters or large incidents. The requirements for an emergency evacuation caused by a notice incident (other than a hurricane) or no-notice disaster response may involve different numbers and/or estimates. The Contractor is expected to follow Federal Motor Carrier Safety Administration (FMCSA) rules and regulations. The Contractor will provide:

i. For-hire transportation of passengers;

ii. An American Disabilities Act equipped evacuation capability;

iii. Transportation of up to two (2) small caged pets per evacuee aboard each motor coach;

iv. Accessibility to fleet services or a demonstrated ability to acquire a major fleet or fleet services;

v. Movement control/emergency dispatch;

vi. Fleet maintenance;

vii. Management and integration of transportation requirements at the State, parish, or municipality level in Louisiana;

viii. Provide the State of Louisiana a Multi-Modal Fleet Market Survey within twenty-four (24) hours of LADOTD request; and

ix. Provide a Contractor Representative to the LA DOTD EOC or other designated location within eighteen (18) hours of the State’s task order issuance.

b. The Contractor shall be responsible for mobilizing all facilities, equipment, personnel, material, and other resources necessary to respond in accordance with the State of Louisiana Emergency Operations Plan. “Mobilize” means the process of marshaling the transportation fleet to provide equipment, materials, and goods and services required to support all services described in this Statement of Work upon receipt of a task order. “Mobilization” also includes the mobilization of labor, contributory items and services to effectively accomplish the short surge of multi-model fleet operations, maintenance, and logistics capabilities. In addition to working with the State, the Contractor shall work with local and federal emergency officials as required to meet contractual requirements.

c. For planning purposes, this scope describes potential evacuation needs for an imminent tropical storm or hurricane scenario impacting the State of Louisiana. The Contractor could conceivably evacuate up to fifty-thousand (50,000) evacuees from designated
sites along the Louisiana coast (for a full coastal evacuation) or other site locations throughout Louisiana, and transport them to receiving locations in and out of State. Louisiana requires scalable fleet packages for over-the-road vehicles up to seven-hundred and fifty (750) motor coaches, twenty (20) passenger vans, and thirty-five (35) paratransit vehicles. The package must be scalable to support an increase or decrease in the number of evacuees. Any change in fleet size will be communicated to the contractor not less than twenty-four (24) hours prior to the commencement of evacuation operations. Cost estimations by the Contractor must include the options for fleet size adjustments (increase or decrease).

d. The Contractor shall be responsible for operating and maintaining the contracted vehicles in accordance with federal, state, and local laws, regulations, and safety and property management requirements. The Contractor shall provide services and support subject to any changes in situational emergency status provided the vehicles, drivers, and passengers are not unduly placed in an unsafe situation.

e. Right of first refusal: The State of Louisiana may exercise a right of first refusal for a portion of or the total amount of potential resources as outlined in the contract. This means that resources shall be available and held available as per the terms of the contract. The Contractor may be asked at a later date during the event to provide transportation resources based on the concept of “as available at the time of request.” If exercised, LADOTD will issue a written statement of right of first refusal prior to issuing a Task Order or in a Task Order when ordering resources.

f. The Contractor, if asked to provide such services for any other entity, may request from the State of Louisiana a written release. Any release from the contract delivery terms shall be for that incident only and the release will be good for forty-eight (48) hours.

2.1.3 Transportation Equipment

1. The Contractor shall provide operational air conditioned motor coach buses with usable bathrooms and drivers for emergency response, within seventy-two (72) hours of notification by issuance of a Task Order by LADOTD. A minimum of 10% of the motor coach buses must have a wheelchair lift and be wheelchair capable. Small household dogs and cats in State provided pet crates meeting airline industry standards shall be allowed on buses if the crates fit on the owner's lap.

2. The Contractor shall provide operational air conditioned para-transit vehicles, capable of transporting wheelchair bound and special needs persons, and operational air conditioned transit vans with drivers for emergency response, within thirty (30) hours of notification by issuance of a Task Order by LADOTD, as follows:

   i. Up to fifteen (15) Para-Transit Vehicles: Each vehicle shall be capable of safely transporting a minimum of six (6) passengers and a minimum of one (1) wheelchair.

   ii. Up to twenty (20) Para-Transit Vehicles: Each vehicle shall be capable of safely transporting from seven (7) to twenty (20) passengers and a minimum of four (4) wheelchairs.
iii. Up to twenty (20) Transit Vans: Each vehicle shall be capable of safely transporting from twelve (12) to fifteen (15) passengers.

3. For the Initial Task Order, the Contractor shall identify and provide up to one hundred (100) operational air conditioned motor coach buses with usable bathrooms and drivers for stability and support operations, at least 10% of which must have a wheelchair lift and be wheelchair capable, within twenty-four (24) hours of the Initial Task Order issuance by LADOTD. The remaining buses ordered will be provided by the Contractor, checked-in and ready for mission assignments, on the following schedule:

- Up to two-hundred (200) total buses within thirty-six (36) hours of the issuance of the Initial Task Order
- Up to five-hundred (500) total buses within forty-eight (48) hours of the issuance of the Initial Task Order
- 100% of the total number of requested buses within seventy-two (72) hours of the issuance of the Initial Task Order

For all other Task Orders, the Contractor shall identify and provide the Vehicles requested by LADOTD, checked-in and ready for mission assignments, on the schedule provided in the Task Order.

As part of the totals listed above and as directed in the Initial Task Order and/or subsequent Task Orders, Contractor may be required to provide up to a total of one hundred (100) mission ready buses, up to a total of five (5) mission ready para-transit vehicles with a minimum seating capacity of six (6) passengers and one (1) wheelchair, up to a total of five (5) mission ready para-transit vehicles with a seating capacity of seven (7) to twenty (20) passengers and four (4) wheelchairs, and up to a total of five (5) mission ready transit vans. At LADOTD’s discretion, the mission ready buses may be required as the one hundred (100) buses to be provided within twenty-four (24) hours of the Initial Task Order, or may be required to comprise only a portion of such buses. A minimum of 50% of all other vehicles (not already tasked as mission ready vehicles) at staging areas must be mission ready.

When a vehicle is tasked for a mission it must be non-stop, with allowed replenishment of vehicle, from the PPP to the designated drop off point.

4. All vehicles shall be equipped with an automatic, continuous, real time automated vehicle location (AVL) system capable of real time web- based tracking at the LADOTD EOC. The AVL system shall remain on the Vehicle and operational at all times. The AVL system shall be linked to the vehicle and not the driver. The use of driver cellphones for vehicle location will not be acceptable. Contractor shall also provide a web-browser based tracking system that interfaces with the AVL system and identifies real time geographic location of each Vehicle currently being provided in under all Task Orders. The web-browser based tracking system shall display the location of the vehicles on a live, interactive Geographical Information System (GIS) based map with both aerial and street map views. The Contractor will also be required to maintain and operate a manual backup system by periodically uploading the locations of all vehicles into a manual tracking system. The Contractor will be required to submit proposed AVL tracking system, web based GIS tracking system, communication plan, backup tracking system, and reporting plan to LADOTD for approval within sixty (60) days of contract execution. After preliminary approval of the submittals for
the systems and plans, the Contractor will be required to successfully demonstrate all systems and plans before final approval by LADOTD.

5. The Contractor shall ensure all vehicles have available navigational systems for proper routing.

6. The Vehicles provided by the Contractor shall be roadworthy, safe, and compliant with all applicable United States Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations. Vehicles shall be clean (both inside and out) and free of broken, cut, torn or vandalized components. Contractor shall be responsible for any and all operating or maintenance expenses that may be incurred in order to provide vehicles and equipment capable of delivering a high-quality level of service.

7. The Contractor shall ensure that all Vehicle drivers have access to fuel purchase cards. Vehicles shall be serviced with fuel that is commercially available or Contractor provided fuel sources. If commercial and/or Contractor provided fuel is unavailable and the State (Louisiana Department of Agriculture and Forestry - LDAF) provides fuel for vehicles, the Contractor must ensure that drivers comply with procedures to receive fuel from and be invoiced by LDAF (Contractor responsible for cost).

8. LADOTD reserves the right to determine the actual number of Buses and/or Para-transit Vehicles needed for the emergency/disaster response or stability and support operations. LADOTD shall notify the Contractor in writing through the issuance of Task Orders of the initial, and any subsequent, number of Vehicles to be activated and support personnel required. Any and all revisions to the number of Vehicles or personnel ordered shall be documented in Task Orders and amendments to Task Orders issued by LADOTD, which may be transmitted via email from specified LADOTD representatives.

9. LADOTD reserves the right to obtain additional transportation resources from other sources, which action will not be considered a breach of the contract. If such additional transportation resources are necessary due to Contractor’s breach of the contract, Contractor shall be responsible for any additional costs which may result from obtaining such additional transportation resources.

10. The Contractor shall provide vehicle dispatching staff and service. Vehicles will be dispatched as per directions from LADOTD.

11. Vehicles will be staged at VSA sites or as directed by LADOTD.

12. Vehicles will pick up and drop off passengers as directed by LADOTD.

13. Vehicles can be used for providing local convenience transport services for citizens in shelters and transporting state workers as directed by LADOTD.

14. Vehicles can be used for the transporting of response personnel during the emergency response and the stability and support operations, and/or as needed in support of Parishes and State agencies as directed by LADOTD.

15. After delivery of passengers, the vehicles will be released, reassigned, or re-staged at the direction of LADOTD.
16. The Contractor shall provide all fuel and manage all fueling logistics for vehicles.

17. The Contractor shall provide for all necessary vehicle maintenance, including sanitation collection. Waste will be timely removed from the vehicles.

### 2.1.4 Personnel

a. The Contractor shall provide and identify an Operations Manager to serve as liaison between LADOTD and the Contractor's senior management on issues related to performance and administration of the contract. The Operations Manager shall have the authority to act on behalf of the Contractor's senior management, to make any and all decisions required during the performance of the contract. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and will be able to be contacted by LADOTD and senior management immediately via electronic means (i.e., e-mail, cell phone, and text message).

b. The Contractor shall provide within seven (7) days of Contract execution the names, job titles, and contact information, to include telephone numbers (business, cell, facsimile, pager numbers, etc.) for both business and non-business hours, of a senior manager within the Contractor's organization, and a minimum of two (2) similarly qualified alternates, available on a twenty-four (24) hour, seven (7) day a week basis, to serve as continuously available points of contact and coordination with LADOTD. Any changes to personnel shall be notified and approved by LA DOTD.

c. The Contractor shall provide sufficient number of Liaison Officer(s) (LNOs) per shift on a twenty-four (24) hours a day and seven (7) days a week basis (two (2) twelve (12) hour shifts). The LNOs will report to the LADOTD EOC within twenty-four (24) hours of the issuance of the Initial Task Order by LADOTD calling for the EOC Liaisons. The LNOs will be responsible for dispatching, mission assignment, active and backup GPS Vehicle Tracking, GIS Vehicle Location Mapping, management, coordination, and reporting for all vehicles. The LNOs will also dispatch, assign missions/tasks, manage, coordinate, and report on all support staffing for VSAs and PPPs.

d. The Contractor will be prepared to staff the Vehicle Staging Areas (VSAs) for in-processing of motor coach buses and vehicles into service. A sufficient number of personnel per shift per VSA on a twenty-four (24) hours a day and seven (7) days a week basis (two (2) twelve (12) hour shifts) for each of up to nine (9) VSAs operating simultaneously will be required. Staff will report for duty at the VSA and will be ready to begin work within twenty-four (24) hours of the issuance of the Initial Task Order by LADOTD.

e. The Contractor will be prepared to staff VSAs for refreshing/replenishing vehicles. A sufficient number of personnel per shift per VSA on a twenty-four (24) hours a day and seven (7) days a week basis (two (2) twelve (12) hour shifts) for each of up to nine (9) VSAs operating simultaneously will be required. Staff will report for duty at the VSA and will be ready to begin work within twenty-four (24) hours of the issuance of the Initial Task Order by LADOTD.

f. The Contractor will be prepared to staff VSAs to assist with transfer of passengers between vehicles. A sufficient number of personnel per shift per VSA on a twenty-four (24) hours a day and seven (7) days a week basis (two (2) twelve (12) hour shifts) for each of up to four
(4) VSAs operating simultaneously will be required. Staff will report for duty at the VSA and will be ready to begin work within twenty-four (24) hours of the issuance of the Initial Task Order by LADOTD.

g. The Contractor shall provide a sufficient number of personnel per twelve (12) hour shift as Parish Pick-Up Point (PPP) support personnel to coordinate with and assist LADOTD personnel for up to twelve (12) simultaneous PPPs. Contractor personnel shall have sufficient communications equipment. These personnel shall report for duty at the PPP and be ready to begin work within twenty-four (24) hours of the issuance of the Initial Task Order by LADOTD.

h. LADOTD reserves the right to adjust staffing and/or order additional personnel using Task Orders if the size of the event warrants.

i. For all Task Orders except for the Initial Task Order, the Contractor shall identify and provide the staffing requested by LADOTD on the schedule provided in the Task Order.

j. The Contractor shall provide for adequate and necessary food, lodging, transportation, restrooms, wash stations, showers, and incidentals for all vehicle drivers, staff, and any employee in the service of the contractor at no additional cost to LADOTD.

k. Contractor Staff at each operational VSA that is processing vehicles into service or out of service shall:

1. Establish command and control for inventory and dispatching.
2. Log in vehicles, to include vehicle type, capacity, and starting mileage, and coordinate the use of the ESF-1 Transportation Asset Tracking Form (Individual Check-in/Out Form) between the drivers and LADOTD. See Attachment B of this RFP.
3. Obtain driver information and assign unique LADOTD vehicle identification number per Vehicle Staging Area plans.
4. Advise drivers in writing that the State of Louisiana is not responsible for providing fuel, lodging, food, showers or incidentals and provide LADOTD with a logistics plan that provides for driver support.
5. Inspect vehicles for road worthiness and safety, and for evidence of compliance with all applicable United States Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations.
6. Install AVL and navigational equipment in the vehicles, and communication equipment, if necessary.
7. Brief drivers on missions, assignments, and special instructions.
8. Log out all vehicles upon vehicle release from service, to include ending mileage using the ESF-1 Transportation Asset Tracking Form found as Attachment B to this RFP, and inventory all equipment.
9. Ensure the drivers complete their daily logs or trip sheets.
10. Ensure timely removal of waste from the vehicles, if needed.
11. Contractor staff working in the VSA will sign in and out using the ESF-1 Sign-In Sheet provided by the LADOTD.

l. Contractor Staff at each VSA refreshing/replenishing vehicles shall::
1. Establish command and control for refreshing/replenishing of all vehicles, equipment, and supplies.
2. Ensure timely removal of waste from the vehicles, if needed.
3. Brief drivers on missions and assignments.
4. Ensure the drivers complete their daily logs or trip sheets.
5. Contractor staff working in the VSA will sign in and out using the ESF-1 Sign-In Sheet provided by the LADOTD.

m. Contractor Staff at each VSA transferring people from one bus to another shall:

1. Establish command and control for effective and efficient transfer of people between buses.
2. Brief drivers on missions and assignments.
3. Ensure the drivers complete their daily logs or trip sheets.
4. Ensure timely removal of waste from the vehicles, if needed.
5. Contractor staff working in the VSA will sign in and out using the ESF-1 Sign-In Sheet provided by the LADOTD.

n. Contractor Staff at the PPPs shall:

1. Provide movement instructions to drivers and vehicles at the PPP.
2. Provide technical advice on the capability and use of vehicles at the PPP.
3. Contractor staff working at the PPP must sign in and out using the ESF-1 Sign-In Sheet provided by the LADOTD staff.

o. The EOC LNOs at the LADOTD EOC shall:

1. Provide an accurate, real time Vehicle Status Report at least every two (2) hours or within thirty (30) minutes when requested by LADOTD or at any time there is an increase or decrease of ten (10) percent of quantity of vehicles.
2. Provide an accurate, real time Personnel Status Report at least every six (6) hours for the current and next operational period (twelve (12) hours) or within thirty (30) minutes when requested by LADOTD or as personnel arrive/depart the service of LADOTD or change location.
3. Dispatch, mission assignment, active and backup GPS Vehicle Tracking, GIS Vehicle Location Mapping, management, and coordination of all vehicles.
4. Dispatch, assign missions/tasks to, manage, and coordinate all support staffing for VSAs and PPPs.
5. Effectively communicate with drivers and staff to meet the mission requirements of LADOTD to transport passengers and stage vehicles.
6. Plan and execute all logistical support for Contractor’s buses, drivers, and staff.
7. Sign in and out using the ESF-1 Sign-In Sheet provided by the LADOTD staff.

p. LADOTD will establish any other specific Contractor support responsibilities at VSAs, PPPs, or other support facilities as part of its annual planning process.

q. LADOTD will provide the Contractor with the latest ESF-1 Implementing Procedures in order to assist the Contractor in estimating their staffing needs for the EOC, VSAs, PPPs, or other support facilities. The current ESF-1 Implementing Procedures are provided in Attachment G of this RFP.
2.1.5 Operational Conditions

a. Vehicles may be required to operate in weather conditions with sustained winds of thirty (30) miles per hour or less and wind gusts of forty (40) miles per hour or less.

b. Vehicles may be required to operate in high water or flooded conditions, until the water level touches the engine exhaust of the vehicle or the water velocity/force jeopardizes safety.

c. Vehicle drivers, staff, and any employee in the service of the Contractor may be required to work in emergency situations and in extreme weather-environmental-traffic conditions.

2.1.6 Training, Exercises, and Conferences

a. The Contractor will be required to attend up to two (2) planning meetings in Baton Rouge, Louisiana each year. These meetings will last approximately four (4) to eight (8) hours. Contractor will have all of the necessary management and operations personnel available to attend these meetings. Additional meetings, training and exercise participation will be called as necessary. The Contractor personnel required to attend these activities will be determined by LADOTD.

b. The Contractor will be required to participate in a mock exercise for the establishment and operation of a VSA once per year in a designated VSA. This exercise will last up to twelve (12) hours. Contractor will have all of the necessary management and operations personnel available to participate in the exercise and have ten (10) buses available to in-process, transport role players if available, track on a web based monitoring system, and out-process. The Contractor personnel required to attend these activities will be determined by LADOTD.

2.1.7 Contracting with Louisiana Transportation Providers

LADOTD requires that the Contractor does not use resources that have pre-existing contractual obligations with any Louisiana organization providing evacuation services, including, but not limited to: political subdivisions, quasi-state agencies, nursing homes, hospitals, assisted living communities, and retirement centers.

2.2 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Reporting Requirements

a. Following the execution of the contract, the Contractor will present LADOTD with a written projected "Vehicle Subcontractor Availability" within seven (7) days. This document will be updated May 1st and August 1st of each year, based on market surveys.

b. Upon the issuance of a Task Order by LADOTD, the Contractor shall provide vehicles and staff as stipulated in the Task Order.

c. Upon the issuance of a Task Order by LADOTD, the Contractor shall provide the "Vehicle Delivery Schedule" report at least six (6) times per day or as requested by LADOTD until all
the vehicles that have been ordered have arrived; the first "Vehicle Delivery Schedule" will
be provided within six (6) hours following the receipt of the initial Task Order.

d. Upon the issuance of a Task Order by LADOTD, the Contractor shall prepare and present to
LADOTD an accurate, real time Vehicle Status Report not more than every two (2) hours or
within thirty (30) minutes when requested by LADOTD or at any time there is an increase or
decrease of ten (10) percent of quantity of vehicles. The "Vehicle Status Report" will detail
the number of Buses, Para-transit Vehicles, and other vehicles being paid for by LADOTD,
their locations, origin, destination, number of passengers and pets, estimated time of arrival
at destination, current mission status, and next mission assignment; the first "Vehicle Status
Report" will be provided within twenty-four (24) hours following the receipt of the initial Task
Order.

e. Upon the issuance of an initial Task Order by LADOTD, the Contractor will prepare and
present to LADOTD an accurate, real time Personnel Status Report at least every twelve
(12) hours for the current and next operational period (twelve (12) hours), or within thirty (30)
minutes when requested by LADOTD, or when personnel arrive/depart the service of
LADOTD or change location. The "Personnel Status Report" will detail all personnel
deployed in the State under the terms of the contract listing arrival date and time or
estimated arrival date and time, daily location with date and time, current assigned
responsibility, current assigned shift, and departure date and time. The first such
"Personnel Status Report" will be provided within twenty-four (24) hours following the receipt
of the initial Task Order.

f. Contractor must provide a Trip Sheet and/or Driver Log for each Vehicle documenting the
dates, times, starting point, destination, mission, driver, and mileage. This log is to be updated
daily and will be required for timely payment of the Fuel Surcharge. The Contractor must
ensure the driver completes and provides LADOTD staff at the VSA the Transportation Asset
Tracking Form (Individual Check In/Out Form) found in Attachment B of this RFP. There will
be no fuel surcharge for mobilization and demobilization mileage.

2.3 Pricing Schedule

Prices proposed by the Proposers shall be submitted on the Pricing Schedule furnished herein
on Attachment A: Pricing Schedule. Prices submitted shall be firm for the term of the contract.
Prices shall include delivery of all items F.O.B. destination.

Notwithstanding any other instructions herein, the Proposer shall submit the following price
information as a separate document:

Complete Attachment A: Pricing Schedule Excel Spreadsheet. Pricing may only be submitted
using this spreadsheet.

2.4 Location

The following is the best available information at this time. All locations are subject to change
based on event circumstances, situation, and time.

The Shrine on Airline (Formerly known as Zephyr field) is the most likely initial staging area.

Motor coach buses may have commodities (water and snack packs) loaded at staging areas.
As Buses are loaded at PPPs, drivers will be given a shelter destination by LADOTD personnel.

Drivers will be given information with possible destinations.

### POTENTIAL VEHICLE STAGING AREAS:
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City, State 70003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staging Areas</td>
<td>Shrine on Airline, 6000 Airline Drive, Metairie, LA</td>
<td>Metairie, LA</td>
</tr>
<tr>
<td></td>
<td>TBD site, Shreveport, LA</td>
<td>Shreveport, LA</td>
</tr>
<tr>
<td></td>
<td>Chennault International Airport, 4500 Chennault Pkwy., Lake Charles, LA</td>
<td>Lake Charles, LA</td>
</tr>
<tr>
<td></td>
<td>Lafayette Regional Airport, 200 Terminal Dr. Lafayette, LA</td>
<td>Lafayette, LA</td>
</tr>
<tr>
<td></td>
<td>Chappapeela Rec Center, 19325 Hipark Blvd., Hammond, LA</td>
<td>Hammond, LA</td>
</tr>
<tr>
<td></td>
<td>BREC Memorial Stadium, 1702 Foss St., Baton Rouge, LA</td>
<td>Baton Rouge, LA</td>
</tr>
</tbody>
</table>

### POTENTIAL VEHICLE REFRESH POINTS:
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City, State 70003</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSU-A Science Lot</td>
<td>8100 Highway 71 South</td>
<td>Alexandria, LA</td>
</tr>
<tr>
<td></td>
<td>LA Delta Community College, West Monroe, 609 Vocational Parkway, West Monroe, LA</td>
<td>West Monroe, LA</td>
</tr>
<tr>
<td></td>
<td>LADOTD Headquarters (Back-up), 1212 East Highway Dr., Baton Rouge, LA</td>
<td>Baton Rouge, LA</td>
</tr>
<tr>
<td></td>
<td>LADOTD District 58 Headquarters, 6217 LA 15, Chase, LA</td>
<td>Chase, LA</td>
</tr>
</tbody>
</table>

### POTENTIAL PARISH PICK-UP POINTS:
<table>
<thead>
<tr>
<th>Parish</th>
<th>Location</th>
<th>Address</th>
<th>City, State 70003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assumption</td>
<td>Assumption HS</td>
<td>4880 Hwy 308</td>
<td>Napoleonville, LA</td>
</tr>
<tr>
<td></td>
<td>Calcasieu</td>
<td>Lake Charles Civic</td>
<td>900 Lake Shore Dr</td>
</tr>
<tr>
<td></td>
<td>Iberia</td>
<td>Sugar Arena</td>
<td>Hwy 3012</td>
</tr>
<tr>
<td></td>
<td>Jefferson</td>
<td>Yenni Building</td>
<td>1211 Elmwood Park</td>
</tr>
<tr>
<td></td>
<td>Jefferson</td>
<td>Alario Center</td>
<td>2000 Segnette Blvd</td>
</tr>
<tr>
<td></td>
<td>Lafayette</td>
<td>Clifton Chenier Center</td>
<td>220 Willow Street</td>
</tr>
<tr>
<td></td>
<td>Orleans</td>
<td>Union Passenger</td>
<td>1001 Loyola Ave</td>
</tr>
<tr>
<td></td>
<td>Orleans</td>
<td>Smoothie King Center</td>
<td>1501 Dave Dixon Dr.</td>
</tr>
<tr>
<td></td>
<td>Plaquemines</td>
<td>Belle Chasse Auditorium</td>
<td>8398 Hwy 23</td>
</tr>
<tr>
<td></td>
<td>St. Bernard</td>
<td>Paul Noel Gym</td>
<td>210 Moreau St.</td>
</tr>
<tr>
<td></td>
<td>St. Charles</td>
<td>West Bank Bridge Park</td>
<td>13825 River Rd.</td>
</tr>
<tr>
<td></td>
<td>St. James</td>
<td>Lutcher High School</td>
<td>1910 W Main St.</td>
</tr>
<tr>
<td></td>
<td>St. James</td>
<td>St. James High School</td>
<td>5181 Wildcat Dr.</td>
</tr>
<tr>
<td></td>
<td>St. John</td>
<td>St. John Elementary</td>
<td>400 Ory Dr.</td>
</tr>
<tr>
<td></td>
<td>St. Martin</td>
<td>Henderson Rec Center</td>
<td>1015 Park Road</td>
</tr>
<tr>
<td></td>
<td>St. Mary</td>
<td>Morgan City JHS</td>
<td>911 Marguerite St</td>
</tr>
<tr>
<td></td>
<td>Terrebonne</td>
<td>H.L. Bourgeois HS</td>
<td>#1 Reservation Court</td>
</tr>
<tr>
<td></td>
<td>Vermilion</td>
<td>North Vermilion HS</td>
<td>11609 LA Hwy 699</td>
</tr>
</tbody>
</table>

### POTENTIAL IN-STATE SHELTERS:
<table>
<thead>
<tr>
<th>Shelter</th>
<th>Address</th>
<th>City, State 70003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jewella (CTNS)</td>
<td>8810 Jewella Ave.</td>
<td>Shreveport, LA</td>
</tr>
<tr>
<td>Westpark (CTNS)</td>
<td>7288 Greenwood Road</td>
<td>Shreveport, LA</td>
</tr>
<tr>
<td>Olla Shelter (CTNS)</td>
<td>2976 Front St.</td>
<td>Olla, LA</td>
</tr>
<tr>
<td>Former Wal-Mart (CTNS)</td>
<td>2030 East Madison Street</td>
<td>Bastrop, LA</td>
</tr>
<tr>
<td>Alexandria Mega Shelter (CTNS)</td>
<td>8125 Hwy 71 South</td>
<td>Alexandria, LA</td>
</tr>
<tr>
<td>Assumption Community Center (MSNS)</td>
<td>4910 Hwy 308</td>
<td>Napoleonville, LA</td>
</tr>
<tr>
<td>Bossier Civic Center (MSNS)</td>
<td>620 Benton Road</td>
<td>Bossier City, LA</td>
</tr>
<tr>
<td>Alexandria Mega Shelter (MSNS)</td>
<td>8125 Hwy 71 South</td>
<td>Alexandria, LA</td>
</tr>
<tr>
<td>McNeese State Rec Complex (MSNS)</td>
<td>4150 Vernon Street</td>
<td>Lake Charles, LA</td>
</tr>
</tbody>
</table>
In addition to in-state shelters, Louisiana has agreements with Arkansas, Texas and Georgia for shelter spaces.

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include prices per the schedule furnished in Attachment A, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.5.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:
A detailed action plan describing how the Proposer will meet the mission laid out in the State of Louisiana Emergency Operations Plan. At a minimum, the plan should address the following:

- Details for providing services for deployed staff;
- Timeframe required from when the State would activate any contract, through to the completed evacuation, to include, contract activation times, deployment times, expected operational times, minimum notice to deploy staff to the LADOTD EOC, and a staffing plan to include roles and responsibilities.

Plans for:

- Delivery of first one hundred (100) motor coach buses and fifty percent (50%) of all other non-mission ready task ordered vehicles are mission ready upon check-in completion
- Executing non-stop and longer journey trips, such as out of state shelters
- Staffing LADOTD EOC
- Reporting procedures, documentation and deliverable timelines
- Staffing of VSAs, EOCs, PPPs and Shelters with scalable up to seven-hundred and fifty (750) Buses, thirty-five (35) Para-transits and twenty (20) Passenger Vans
- Maintenance, Fuel, Diesel Exhaust Fluid (DEF) and Towing of contracted vehicles, etc.
- Feeding, Housing and Life Support of all Drivers and Staff

Provide:

- GPS tracking system identification, reporting capabilities
- List of key staff for customer service, including personnel assigned, toll-free number, and account inquiry information, etc.
- Resumes for account manager, designated customer service representative(s), operational management staff and LADOTD EOC staff and any other key personnel to be assigned to this project.
- An organizational chart consisting of functional areas, lines of authority, and assigned responsibilities within the Contractor's organization relative to the performance and administration of the contract. The organizational chart shall include names, position/job titles, contact information to include telephone numbers (business, cell, pager numbers, etc.) for both business and non-business hours and a description of each person's responsibilities under the contract.
- Synopsis of at least three (3) events and or incidents where similar services have been provided.
- Three (3) references for whom similar or larger scope services have been provided. Include a contact person, email address, and telephone number for each reference.
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.
PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Proposal (Section 3.1)</td>
<td>25</td>
</tr>
<tr>
<td>Technical Proposal (Section 3.2)</td>
<td>75</td>
</tr>
<tr>
<td>Total Possible Points</td>
<td>100</td>
</tr>
</tbody>
</table>

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

For a Proposer to proceed to the Financial Proposal evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.

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

3.1 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL?”

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted on the price schedule furnished in Attachment A: Price Schedule. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in Attachment A: Pricing Schedule and computed as follows:

\[ BCS = \left( \frac{LPC}{PC} \times FPP \right) \]

Where:  
BCS = Computed cost score (points) for Proposer being evaluated  
LPC = Lowest proposed cost of all Proposers  
PC = Total cost of Proposer being evaluated  
FPP = Financial Proposal Points
3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors include:

1. Proposed Solution/Approach (37 Points)
2. Company Background and Experience (24 Points)
3. Staff Qualifications (14 Points)
PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance requirements of the Contractor include, but are not limited to:

- Providing vehicles as stipulated in the Task Order(s)
- Providing staff as stipulated in the Task Order(s)
- Submitting reports timely per contract requirements.

Additional performance requirements may be negotiated in the contract.

4.2 Performance Measurement

The Contractor's performance will be measured by the following:

A. Vehicles stipulated in the Task Order(s) are delivered as scheduled 100% of the time with at least 50% of provided vehicles and drivers mission ready immediately upon delivery. Failure to meet this requirement will result in the Contractor being fined the daily rate plus an additional 50% of the daily rate per day per vehicle.

B. Staff stipulated in the Task Order(s) are delivered as scheduled 100% of the time. Failure to meet this requirement will result in the Contractor being fined the hourly rate plus an additional 50% of the hourly rate per hour per staff member.

C. Reports must be submitted by the due date and time with 100% accuracy. The failure to submit reports timely per contract requirements will result in the reduction of total payment of $500.00 per report per hour delay. Reduction for delay increments of less than an hour will be made at the rate for a full hour.

Additional performance measurements may be negotiated in the contract.
ATTACHMENT A: PRICING SCHEDULE

Please see the Excel attachment for Attachment A: Pricing Schedule.
<table>
<thead>
<tr>
<th>Bus ID</th>
<th>Contact Number</th>
<th>Arrival Date - Time</th>
<th>Departure Date - Time</th>
<th># Passengers</th>
<th>Destination</th>
<th>Report Made</th>
</tr>
</thead>
</table>

For use at PEP, Shelter, MSNS, Time Site, School Bus

Department of Transportation and Development
Office of Operations

ESF-1 Transportation Asset Tracking Form (NONYSF)

DATE FROM: [Date] TO: [Date]

TIME PERIOD FROM: [Time] TO: [Time]

50
ATTACHMENT C: SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA  
PARISH OF __________________________  
File No. ____________  
Solicitation No. ____________

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director’s signature on this document, the (Agency Name) (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into this contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)

2.1. PERFORMANCE REQUIREMENTS

2.2. PERFORMANCE MEASUREMENT/EVALUATION

3. 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 this contract is binding on any of the parties.

Changes to this contract include any change in a) compensation; b) beginning/ending date of this contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

4. 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.
5. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

6. PAYMENT TERMS

The State Agency shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment “__” to this contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

8. DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

9. TAXES

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in Attachment “__” to this contract. State agencies are exempt from all State and local sales and use taxes.

10. TERMINATION

The State of Louisiana has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor’s intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice.
The 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's failure and a reasonable opportunity for the State to cure the defect.

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State of Louisiana may terminate this contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract 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 this contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this contract.

12. USE OF AGENCY’S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.
The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

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

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor’s product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this contract that results in the termination of this contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the 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 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) State’s unauthorized modification or alteration of a Product, Material, or Service; (ii) State’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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 this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor’s product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this 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 this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the 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 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.

16. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (in accordance with Section(s) _____ of the RFP). The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.
18. 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.

19. SUBCONTRACTORS

The Contractor may 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.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Contractor shall not 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 his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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.

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State’s operations which are designated confidential by the State and made available to the Contractor in order to carry 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 this contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Dept. of __________, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. CONTRACTOR’S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR’S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit or to withhold State owned documents.

28. COMMISSIONER’S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner’s duties and responsibilities under law, including, but not limited, to the Commissioner of Administration’s authority in procurement matters.

29. SECURITY

Contractor’s personnel will comply with all security regulations in effect at the State’s premises, the Information Security Policy at http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx and
externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than <length of term specified in the RFP>, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for _____ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed _____ months.

31. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

32. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, 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 this contract.

33. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

34. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

35. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which
prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

36. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

37. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

38. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

39. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contracts with a value of $100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. 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.

41. 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.

42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated ____________, and the Contractor’s Proposal dated ______________, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the
Contractor’s Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT ________________________ on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:        CONTRACTOR SIGNATURE:
________________________________  ________________________________
By: ______________________________
Title: ______________________________

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _________ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:        STATE AGENCY SIGNATURE:
________________________________  ________________________________
By: ______________________________
Title: ______________________________

Approved by:

______________________________
Director of State Procurement

Date: __________________________
ATTACHMENT D: 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 payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and have 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 is available at: [http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf](http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf).

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: [http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx](http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx) and [http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf](http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf)

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

<table>
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<th>Payment Type</th>
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______________________________________________
Printed Name of Individual Authorized

______________________________________________
Authorized Signature for payment type chosen Date

______________________________________________
Email address and phone number of authorized individual
ATTACHMENT E: INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. 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.

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

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

B. 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.

C. OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverages
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the 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.

   b. 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.

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

3. All Coverages

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

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

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

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the 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.

E. VERIFICATION OF COVERAGE
1. 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.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana
3. 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.

4. 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.

F. 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.

G. 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.
ATTACHMENT F: EMERGENCY OPERATIONS PLAN (EOP)

The EOP document is provided in a separate attachment entitled Attachment F: Emergency Operations Plan (EOP).
ATTACHMENT G: ESF-1 IMPLEMENTING PROCEDURES (2019)

The ESF-1 Implementing Procedures document is provided in a separate attachment entitled Attachment G: ESF-1 Implementing Procedures (2019).