

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
RFP Solicitation No. 3000002560

TRAFFIC DATA MANAGEMENT SERVICES  
Statewide

**May 9, 2014**

Proposal Submission Deadline:  
**June 9, 2014 by 3:00 p.m. CST**

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## **1.0 GENERAL INFORMATION**

### ***1.1 Purpose***

The Louisiana Department of Transportation and Development is procuring services to host and maintain a web based traffic data management system for the Traffic Monitoring Unit's data processing and reporting. Services will include establishing automated polling procedures and data management systems to generate traffic data reports for both LA DOTD and FHWA requirements.

One Prime-Contractor (Contractor) shall be selected for this contract. The Contractor shall not subcontract the specified services without prior written approval of DOTD.

### ***1.2 Background***

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Consultant Services to host and maintain a web based traffic data management system for the Traffic Monitoring Unit's data processing and reporting. Services will include establishing automated polling procedures and data management systems to generate traffic data reports for both Louisiana Department of Transportation and Development (DOTD) and the Federal Highway Administration (FHWA) requirements. The consultant will host and maintain the web based management system for the three (3) year contract period.

### ***1.3 Scope of Services***

Attachment 1 details the scope of services and deliverables or desired results that the DOTD requires of the Contractor.

### ***1.4 Performance Goals and Measures***

- Setup and maintain web hosting site for DOTD traffic data storage and analysis.
- Import DOTD historical traffic data for display and analysis into web hosted site.
- Increase the speed and efficiency of traffic data collection and processing.
- Produce FHWA reports from collected traffic data to generate 3-Card, S-Card, C-Card and W-Card submittals.

The services provided by the contractor shall be evaluated to determine that these services are provided in a timely and professional manner by:

- Traffic Monitoring Supervisor, Joshua Albritton, will develop a quarterly work schedule for consultant activities. Objectives and deliverables will be tracked for completion.

### ***1.5 Monitoring Plan***

DOTD will monitor the performance of the contractor by:

- Comparing deliverables and objectives to the quarterly audit plan.
- Compare time required to collect, process and report traffic data to previous procedure.

- Reviewing for accuracy all generated reports and polled data.
- Feedback for the Consultants Audited.
- Reviewing traffic data polled by Contractor for timeliness and accuracy on a monthly basis.

## ***1.6 Project Manager***

A Project Manager has been named and that information will be provided to the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2014 and to end on July 31, 2017. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

**DOTD reserves the right to cancel Contract per Termination provisions (Item 6.0, 6.1, or 6.2) detailed in Attachment III (Sample Contract).**

### ***2.2 Pre-proposal Conference***

*(NOT APPLICABLE FOR THIS SOLICITATION)*

### ***2.3 Proposer Inquires***

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857 or Email [contractservices@la.gov](mailto:contractservices@la.gov)** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.  
 Consultant Contract Services Administrator  
 1201 Capitol Access Road, **Room 405-T**  
 Baton Rouge, LA 70802-4438 or  
 Post Office Box 94245  
 Baton Rouge, Louisiana 70804-9245  
 Telephone: (225) 379-1989  
**Fax: 225-379-1857**  
[contractservices@la.gov](mailto:contractservices@la.gov)

This RFP is available in electronic form at  
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and  
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

or in printed form by submitting a written request to the RFP Coordinator.

The DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CST** on the date specified in the Schedule of Events. *DOTD's email computer server clock will be*

*considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage>

and LaPAC websites

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

as an Addendum to the RFP by the deadline shown in the Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the DOTD. Any communications from any other individuals are not binding to the DOTD.

## **2.4 Definitions**

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Contractor-the successful proposer who is awarded a contract.
- E. Proposer-an individual or organization submitting a proposal in response to an RFP.
- F. VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

## **2.5 Schedule of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	Friday, May 9, 2014
Deadline for receipt of Written inquiries	May 14, 2014 3:00 pm CST
Issue responses to Written inquiries	May 21, 2014
Deadline for receipt of Proposals	Monday, June 9, 2014 3:00 pm CST
Announce Award of Contractor Selection	June 30, 2014 (on or about)
Contract Execution	July 15, 2014 (on or about)

***NOTE: DOTD reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.***

### **3.0 PROPOSAL INFORMATION**

#### **3.1 *Desired Qualifications of Proposer***

It is highly desirable that the Individual proposed to provide Traffic Data Management Services the Proposer should at minimum possess the following qualification at the time of proposal submittal:

- Should have expertise and personnel necessary to perform the work outlined in 1.3, Scope of Services.
- Should have three years' experience in developing and hosting traffic data services for analysis.
- The Project Manager should have five years' experience in managing projects that implement hosted traffic analysis services.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

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

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

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

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

##### **3.2.1 *Right to Prohibit Award***

In accordance with the provisions of 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, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

### **3.3 RFP Addenda**

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

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites: <http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage> <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **3.4 Waiver of Administrative Informalities**

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

### **3.5 Proposal Rejection/RFP Cancellation**

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

### **3.6 Withdrawal of Proposal**

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

### **3.7 Subcontracting Information**

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

### **3.8 Ownership of Proposal**

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

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as



such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.10 Cost of Preparing Proposals***

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

### ***3.11 Errors and Omissions in Proposal***

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

### ***3.12 Contract Award and Execution***

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

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

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

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

### ***3.13 Code of Ethics***

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

## **4.0 RESPONSE INSTRUCTIONS**

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

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *3:00p.m.* CST on the date

specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Alan A. Dale, P.E.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, Louisiana 70802-4338  
Telephone: (225) 379-1989  
Fax: (225) 379-1857

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

The proposal should be identified with **RFP Solicitation No. 3000002560 and Project Name: Traffic Data Management Services** and shall be submitted **prior to 3:00 p.m. CST on Monday, June 30, 2014.**

The DOTD requests that **One Original (stamped “original”)** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

#### ***4.2 Proposal Format***

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

#### ***4.3 Cover Letter***

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

#### ***4.4 Technical and Cost Proposal***

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

## **4.5 Certification Statement**

The proposer shall sign and submit the Certification Statement shown in Attachment II.

## **5.0 PROPOSAL CONTENT**

### **5.1 Executive Summary**

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

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

### **5.2 Corporate Background and Experience**

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

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

Proposers should clearly describe their ability to meet or exceed the qualifications in Section 3.1.

#### **5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation**

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

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

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship(s) to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship(s) may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship(s), which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.wprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **5.3 Proposed Project 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. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references

(name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

- Interested candidates should submit cover letter, resume, and list three professional references (with contact information for each) for key personnel.

Proposers should clearly describe their ability to meet or exceed the qualifications in Section 3.1.

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

#### ***5.4 Approach and Methodology***

**The Proposer should provide:**

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

#### ***5.5 Cost Information***

The proposer shall provide a firm, fixed hourly billable rate which includes travel, all project expenses (Direct Expenses), labor, overhead and profit, for each classification.

For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

I/We propose to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

<b>REQUIRED COST STATEMENT</b>	
Personnel: By (Classification) @ _____hours each X \$_____per hour	\$
Hosting Fee Per Month X 36 Months	\$
Grand Total (Over 3 Year Term)	\$

Name of Firm/Individual: \_\_\_\_\_

Address of Firm/Individual: \_\_\_\_\_

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

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

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

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

## **6.0 EVALUATION AND SELECTION**

### **6.1 *Evaluation Team***

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

### **6.2 *Administrative and Mandatory Screening***

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

### **6.3 *Clarification of Proposals***

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

### **6.4 *Oral Presentations/Discussions May be required***

**NOT APPLICABLE TO THIS SOLICITATION**

### **6.5 *Evaluation and Review***

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

Each proposal shall be rated for Criteria **one** through **three**, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Criteria 5, Cost shall be rated as follows: The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

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

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Experience	20
3. Staff Qualifications	20
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

***6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

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

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points:**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized

-the experience and qualifications of the certified small entrepreneurship(s)

-the anticipated earnings to accrue to the certified small entrepreneurship(s)

## **6.6     *Announcement of Contractor***

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

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

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **7.0     SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1     *Vendor Registration***

DOTD strongly encourages contractors to register on the LaPac website.

<http://wwwprdl1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

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

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

### **7.2     *Corporation Requirements***

Prior to the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana. <http://www.sos.la.gov>

Prior to the award of the contract, if the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. <http://www.sos.la.gov>



### ***7.3 Compensation***

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

### ***7.4 Billing and Payment***

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of **Joshua Albritton**.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

### ***7.5 Contract Terms & Conditions***

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

### ***7.6 Confidentiality***

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

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

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## ATTACHMENT I: SCOPE OF SERVICES

### ***1. Overview***

The Louisiana Department of Transportation and Development is procuring services to host and maintain a web based traffic data management system for the Traffic Monitoring Unit's data processing and reporting. Services will include establishing automated polling procedures and data management systems to generate traffic data reports for both LA DOTD and FHWA requirements.

### ***2. Tasks and Services***

The selected Consultant will need to provide:

1. An action plan for creating, importing historical data and hosting a data storage system for the Department's current and future traffic data sources. The Traffic Monitoring Unit has transitioned from multiple software tools and formats to a hosted software/database service for processing and reporting year-end traffic data. Other current and historical software and hardware used for traffic data management include, Microsoft Excel, PEEK Traffic Operations & Planning Software (TOPS), PEEK TDP, PEEK DC, IRD, FHWA's Vehicle Travel Information System (VTRIS), and stored procedures located on the DOTD Enterprise Server. Existing data in the current hosted application as well as spreadsheets, queries, and historic database storage of traffic information should be integrated into one web based hosted solution making it easier to analyze, query, access, and utilize traffic database information.
2. An automated traffic database processing, reporting, and database management tools that improve LA DOTD's overall traffic data quality. The Consultant should provide a web based hosting application that can provide electronic tools for compiling the daily, monthly and year-end processes. In support of providing processing and reporting of traffic data, the services should, at a minimum, provide:
  - a. Traffic data polling management by auto-polling and receiving traffic data as machine-readable volumes, bins, or individual vehicle records. Traffic data devices used by LA DOTD include the following vendors:
    - i. PEEK
    - ii. IRD
    - iii. Diamond
    - iv. TimeMark
  - b. Traffic data collection site management
  - c. Data workflow management
  - d. Quality control and quality checking of data

- e. Calculate Seasonal Adjustment Factors and Axle Adjustment Factors in accordance with FHWA Traffic Monitoring Guide procedures
  - f. Calculate Average Daily Traffic (ADT), Annual Average Daily Traffic (AADT), Vehicle Miles Traveled (VMT)
  - g. Calculate Annual Highest Hour, Annual Hourly Day of Week, Annual Day of Week Percentage Statistics
  - h. Process and store short count data and continuous count data including volume, classification, weigh-in-motion, speed and length data
  - i. Reporting (daily, monthly, quarterly and year-end)
  - j. Database management tools for the storage, modification, importing and extraction of traffic information
  - k. Export capabilities to support FHWA reporting requirements including 3-Card (Volume), S-Card (Stations), C-Card (Classification) and W-Card (WIM) records
3. The hosted application must satisfy the FHWA Traffic Monitoring Guide (TMG) requirements and the American Association of State and Highway Officials (AASHTO) guidelines for Traffic Data Programs.
  4. The ability to either view traffic data through an integrated GIS mapping solution or export GPS coordinates to allow downstream software to display the data on a map.
  5. Provide an access point to allow mobile device data transfer using DOTD owned Windows Mobile PDA devices for collecting short term tube counts.
  6. Provide an access point for validating and incorporating LA DOTD Intelligent Transportation Systems (ITS) traffic camera and radar detector data for volume, speed and occupancy.
  7. Provide an access point for validating and incorporating data collected by contracted vendors and local MPO's.
  8. Provide training and support services to LA DOTD staff.

### **3. Requirements**

#### **3.1 Service Level Agreement**

The selected consultant shall provide definitions of key terms used in the Service Level Agreement (SLA). This must include the definition of "The Service", which fully explains:

- The critical software applications and hardware devices involved in the provision of the service that the consultant is responsible for providing, such as:
  - Database server
  - Web application server

- LDAP-based authentication service such as Active Directory
- ESRI ArcGIS Mobile
- Enough ram to ensure all the critical software applications are run directly from memory, not "swap file"
- Enough disk space to store all LA DOTD's raw traffic data for at least 10 years
- Unlimited power supply
- Separate backup device
- Critical duties consultant is responsible for performing
- Any other applications, devices or duties that LA DOTD is responsible for.

### **3.2      *Service Availability***

The application service must allow all its functions to be executed via a standard web browser. At a minimum the application service must be:

- 99% available during working hours: between 6 AM and 4:30 PM CST, Monday through Friday, excluding public holidays observed by LADOTD
- 95% all other times, including public holidays observed by LADOTD

The consultant must define any exclusion that may apply to the service availability, for example; lost passwords, deliberate or accidental misuse by registered users, reasonable delays due to computer intensive activities such as data loading or performing intensive calculations, etc.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. A service level agreement will be incorporated into the final Contract.

## **4.          *Technical Requirements***

### **4.1      *Performance Levels***

The application service must provide secure environments for two kinds of users:

- A multi-user, collaborative, read/write environment for registered data analysts and administrators from LADOTD
- A read-only reporting environment for non-authenticated (public) users

The application service must provide at least for the following:

- 5 simultaneous registered data analysts
- 20 simultaneous public user

The application service must continue to operate with minimal changes to performance for the heaviest specified loads.

### **4.2      *Security***

The system must take measures to prevent security threats that may result in data loss or service degradation, including:

- Firewalls

- Built in Role Based Access Control for various objects and actions throughout the application
- A secure process for creating users, which details who controls user creation and their permissions
- Built in measures that prevent modification or destruction of data by unauthorized users
- Built in measures for managing typical input validation errors that may compromise security, such as format strings, SQL injection, cross-site scripting, HTTP header injection and the like.
- Secure password management policies that include, at a minimum, a process for password recovery, a process for changing the password, and a policy on password strength.
- Encryption policies and algorithms for the secure transmission of data between hosted service and connections to DOTD or outside public internet activity

#### ***4.3 Hosted Software Updates***

If applicable, changes to the FHWA Traffic Monitoring Guide reporting procedures and standards would require updates to the hosted software. The consultant must make available the latest software updates without additional cost to DOTD as stated in the compensation clause.

#### ***4.4 Support Response***

The consultant must provide support response goals based on the level of urgency and present a schedule for response times for normal business hours and off shift hours. A resolution goal timeline will also be provided for handling support requests.

### ***5. Project Requirements***

#### ***5.1 Other Policies***

The system must contain details on any other important service policies including:

- A backup and disaster recovery plan in the event of data loss due to natural or human induced disasters
- Control measures in recovery plan shall include preventive, detective and corrective measures
- An incident reporting and tracking process
- The approach to providing a fault tolerant computing environment

## ***5.2 Penalties***

Fees for service will be reduced on a pro-rata basis by comparing time the service is not in compliance against the stated benchmarks.

The contract may be terminated if the service is not available at least 80% of the time.

Security compliance shall be maintained at all times during service availability. Fees for service will be reduced on a pro-rata basis by comparing time the service is not in security compliance against the time in compliance.

## ***6. Deliverables***

Consultant agrees to provide the following deliverables within the time frames specified herein:

Data Loading and Processing – If required, this involves receipt of the data, loading it into the application, and working with LaDOTD as required to resolve loading concerns.

Data Quality Assurance – Processing of loaded data through the quality assurance applications, review of results, coordination of actions possibly required by LaDOTD staff, and accepting data once it has passed quality metrics.

Data Management and Reporting – Manipulation of data, creation of sites and working with LaDOTD to establish site parameters, and generation of reports.

Hosting Services – Maintaining the server space and LaDOTD-specific application modules.

Technical Support – Assistance to LaDOTD, training, updates to software.

Refer to the Description of Services/Tasks for a detailed listing of deliverables. Deliverables will be evaluated on a monthly basis at the time of invoicing.

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

**ATTACHMENT II**  
**CERTIFICATION STATEMENT**

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

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

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

A. E-mail Address: (required) \_\_\_\_\_

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

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

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

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

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

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

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

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SIGNATURE of Proposer's Authorized Representative

/\_\_\_\_\_  
DATE

## **ATTACHMENT III: SAMPLE CONTRACT**

### **CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

[Provide the concise description of the data processing consulting services to be acquired]

##### **1.1.1 PERFORMANCE GOALS AND MEASURES**

##### **1.1.2 MONITORING PLAN**

##### **1.1.3 HUDSON/VETERAN REPORTING REQUIREMENTS**

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

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

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - Service Level Agreement



## **2.0 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. In no event shall this Contract be valid until it has been approved, in writing, by the Manager of the Office of Contractual Review of the Division of Administration. DOTD has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

### **2.2 WARRANTIES**

Contractor shall indemnify DOTD against any loss or expense arising out of any breach of any specified Warranty.

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (spell-out) (n) months thereafter.

B. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the DOTD, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the DOTD.

C. Software Standards Compliance. Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. Software Performance. Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. Original Development. Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the DOTD, which after whatever investigation the DOTD may elect to make, may direct the Contractor not to use or incorporate any such components. If the DOTD does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the DOTD in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the DOTD for purposes of the contract.

F. No Surreptitious Code Warranty. Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the DOTD. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## **2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOTD.* If applicable, Contractor will indemnify, defend and hold the DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DOTD 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 DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and

performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the DOTD up to the dollar amount of the Contract.

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

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

## **2.4 STAFF INSURANCE**

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.5 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the

Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as

## **2.6 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.

## **2.7 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the DOTD's premises, and externally for materials belonging to the DOTD or to the project. Contractor is responsible for reporting any breach of security to the DOTD promptly.

## **2.8 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

## **2.9 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the DOTD's operations which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. Contractor shall not be required 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.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the DOTD's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both DOTD and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the DOTD before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the DOTD, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the DOTD Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with DOTD approval,

procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

DOTD reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the DOTD.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the DOTD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any DOTD or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the DOTD's or Contractor's reasonable control, as the case may be, the DOTD or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. Other Resources. Contractor will provide other resources as specified in Attachment III.

### **3.6 DOTD FURNISHED RESOURCES/ DOTD PROJECT MANAGER**

Mr. /Ms. \_\_\_\_\_ will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of

DOTD resources described in Attachment II.

### **3.8 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, DOTD shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the DOTD will be compatible with the DOTD's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the DOTD's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. General. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in DOTD- approved design documents developed within this Project, and in the accepted final documentation.

B. Submittal and Initial Review. Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the DOTD Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the DOTD Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the DOTD Project Director. Within the applicable period, the DOTD Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If DOTD disapproves a Deliverable, DOTD will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the DOTD Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the DOTD disapproves that Deliverable, the DOTD will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such

identified deficiencies are corrected or a determination of breach or default is made. The payment by the DOTD for each activity is contingent upon correction of all such deficiencies and acceptance by the DOTD.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 5.1, Billing and Payment.

### **5.1 BILLING AND PAYMENT**

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of **Joshua Albritton**.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

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



## **6.2 TERMINATION FOR CONVENIENCE**

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

## **7.0 REMEDIES FOR DEFAULT**

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

## **8.0 AVAILABILITY OF FUNDS**

### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the DOTD except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of DOTD. All such software, records, worksheets, or materials shall be delivered to the DOTD within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

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

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the DOTD where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or DOTD laws

authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

## **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract 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.

## **15.0 NON-DISCRIMINATION**

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

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

## **16.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or

reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties.

#### **17.0 APPLICABLE LAW**

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

#### **18.0 CODE OF ETHICS**

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

#### **19.0 SEVERABILITY**

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

#### **20.0 HEADINGS**

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

#### **21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract, (together with the Request for Proposals and addenda issued thereto by the DOTD, the proposal submitted by the Contractor in response to the DOTD's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

IN WITNESS THEROF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year above written.

WITNESS:

CONTRACTOR

\_\_\_\_\_  
Witness for First Party

BY:\_\_\_\_\_

\_\_\_\_\_  
Witness for First Party

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Identification Number

TRANSPORTATION

STATE OF LOUISIANA  
DEPARTMENT OF  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY:\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR APPROVAL:  
BY:\_\_\_\_\_

\_\_\_\_\_

## **Attachment IV- Sample Service Level Agreement**

### **Definition of the Service**

The software applications involved in the provision(s) of the service Contractor will provide are:

- Database server
- Web application server
- Active Directory service
- ESRI ArcGIS Mobile

The hardware Contractor will use has:

- Enough RAM to ensure all the software applications are run directly from memory, not "swap file"
- 2 Terabytes of space to store all LA DOTD's raw traffic data for at least 10 years
- Unlimited power supply
- Separate backup device

Contractor is responsible for providing access to the service at the agreed times and meeting performance goals.

LA DOTD is responsible for:

- The quality of the data sent to the service using the service in a careful and proper way
- The working condition of the monitoring devices, including device connectivity
- The software (including its proper use) as provided by its chosen vendors, handheld (mobile) devices used

### **Service Availability**

All parts of the service can be executed via a standard web browser. At a minimum the application service will be:

- 99% available during working hours: between 6 AM and 4:30 PM CST, Monday through Friday, excluding public holidays observed by LADOTD
- 95% all other times, including public holidays observed by LA DOTD

Exclusions:

The Contractor must define any exclusion that may apply to the service availability, for example; lost passwords, deliberate or accidental misuse by registered users, reasonable delays due to computer intensive activities such as data loading or performing intensive calculations, etc.

### **Performance levels**

The application service will provide secure environments for two kinds of users:

- A multi-user, collaborative, read/write environment for registered data analysts and administrators from LA DOTD
- A read-only reporting environment for non-authenticated (public) users

The application service will provide at least for the following:

- 5 simultaneous registered data analysts
- 20 simultaneous public users

The application service must continue to operate with minimal changes to performance for the heaviest specified loads.

It should be noted that data loading and computation of annual statistics take computer time, they involve far more than simply serving files out.

### **Security**

The service has measures to prevent security threats that may result in data loss or service degradation, including:

- A Firewall (Platform specified built-in firewall)
- A Built-in Role Based Access Control for various objects and actions throughout the application using Active Directory. This is embedded into (web-based server).
- A secure process for creating users: Users will be created by (\_\_\_\_) as requested by LA DOTD.
- Built-in measures to prevent modification or destruction of data by unauthorized users
- Built-in measures to manage typical input validation errors that may compromise security, such as format strings, SQL injection, cross-site scripting, HTTP header injection and the like.
- A secure password management policy that includes, at a minimum, a process for password recovery, a process for changing the password, and a policy on password strength. This is all provided via Active Directory.
- Encryption policies and algorithms for the secure transmission of data between hosted service and connections to DOTD or outside public internet activity

### **Support Response**

Contractor will provide support response based on the level of urgency and present a schedule for response times for normal business hours and off shift hours. A resolution goal timeline will also be provided for handling support requests.

### **Other Policies**

The service has details for other important service policies including:

- A backup and disaster recovery plan in the event of data loss due to natural or human induced disasters
- Control measures in recovery plan shall include preventive, detective and corrective measures
- An incident reporting and tracking process.
- The approach to providing a fault tolerant computing environment

**Agreed Penalties**

Fees for service will be reduced on a pro-rata basis by comparing time the service is not in compliance against the stated benchmarks.

A cause for contract termination is if the service is not available at least 80% of the time.