

REQUEST FOR PROPOSALS and REQUEST FOR QUALIFICATIONS:

Traffic Engineering Services



RFP No.: 2022-004

Proposal Due Date: October 18, 2022 at 12:00 PM, CST

Greater New Orleans Expressway Commission
3939 North Causeway Blvd, Suite 400
Metairie, Louisiana 70002
504-835-3118

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**REQUEST FOR PROPOSALS AND REQUEST FOR QUALIFICATIONS
TO
PROVIDE TRAFFIC ENGINEERING SERVICES TO THE GNOEC**

1.1 Background

The Greater New Orleans Expressway Commission (GNOEC) collects toll revenues which are used to fund operating expenses and, under certain circumstances, capital improvement projects. Through this Request for Qualifications and Request for Proposals, the GNOEC will evaluate and select a qualified Traffic Engineering Services provider to prepare toll revenue estimates for upcoming fiscal years.

1.1.1 Purpose

The purpose of this Request for Proposals (RFP) and Request for Qualifications (RFQ) is to obtain qualifications and competitive proposals for a Traffic Engineering Services provider, which will evaluate and prepare toll revenue estimates for upcoming fiscal years.

1.1.2 Goals and Objectives

The GNOEC seeks a qualified Traffic Engineering Services provider to evaluate factors that include, but are not limited to, anticipated socioeconomic growth, current economic conditions, and historical trends of traffic and revenue data and provide toll revenue estimates for upcoming fiscal years. See also RFP/RFQ Scope contained in Section II.

1.2 Schedule of Events

	<u>Time (CST)</u>
1. RFP/RFQ published	September 16, 2022
2. Deadline to receive written inquiries	September 23, 2022
3. Deadline to answer written inquiries	September 28, 2022
4. Proposal Due Date	October 18, 2022 12:00 PM, CST
5. Selection	TBA, November GNOEC Commission Meeting
6. Contract Execution	14 days after selection

7. System in Place

Pursuant to Contract terms; anticipated implementation date: November 2022.

NOTE: The GNOEC, at its sole discretion, reserves the right to deviate from this schedule.

1.3 Proposal Submittal

All proposals shall be received by the GNOEC no later than September 24, 2018, at 12:00 PM, CST.

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

- Proposal Name: Traffic Engineering Services
- Proposal No.: 2022-004
- Proposal Opening Date: October 18, 2022, 12:00 PM, CST

Proposals will be received at:

Greater New Orleans Expressway Commission
3939 North Causeway Blvd, Suite 400
Metairie, Louisiana 70002
504-835-3118

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. GNOEC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

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.

1.4 Proposal Response Format

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

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP/RFQ and confirms that Proposer is willing to perform those services and enter into an agreement with the GNOEC. The letter shall be signed by a person having authority to commit the Proposer to a contract. If Proposer is an agency, corporation, partnership or other

legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities, law enforcement agencies, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the arrangement with the GNOEC. The financial proposal must be sealed in a separate envelop.

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) copies of the proposal and (1) digital copy. The digital copy shall contain a single printable .pdf file which consists of the entire submitted package.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP/RFQ 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/RFQ are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

All documents submitted to the GNOEC are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted under this RFP/RFQ contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the GNOEC.

(1) If the GNOEC receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;

(2) Provided, however, that if any action is commenced against the GNOEC under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives harmless from any costs, damages, penalties or other consequences of the GNOEC's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the GNOEC to voluntarily provide the information for disclosure under the supervision of the court;

(3) The GNOEC assumes no liability for disclosure or use of any document or portion of this RFP/RFQ that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are 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 GNOEC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the GNOEC'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**."

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the GNOEC shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the GNOEC from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting the GNOEC in its evaluation of the proposal. The GNOEC 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.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP/RFQ documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

The GNOEC 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 and departments. The GNOEC reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the GNOEC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period may be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any GNOEC employee or GNOEC consultant. The GNOEC shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the GNOEC. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, or hand:

Greater New Orleans Expressway Commission
3939 North Causeway Blvd, Suite 400
Metairie, Louisiana 70002
504-835-3118
melissa@gnoec.org

1.7 Proposal Guarantee – Not required for this RFP/RFQ

1.8 Performance Bond – Not required for this RFP/RFQ

1.9 Changes, Addenda, Withdrawals

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, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP/RFQ and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 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, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 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 GNOEC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The GNOEC 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.

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

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

1.16 Acceptance of Proposal Content

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

1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the GNOEC's needs, price and other evaluation factors set forth in the RFP/RFQ considered, does not agree to a contract, that proposal shall be rejected and the GNOEC may negotiate with another responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The GNOEC must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process. Award of the contract is subject to approval of the electronic citation by the deputy secretary of the Department of Public Safety and Corrections, public safety services.

1.18 Cancellation of RFP/RFQ or Rejection of Proposals

The GNOEC reserves the right, in its sole discretion, to reject any or all proposals received in response to this RFP/RFQ, or to cancel this RFP/RFQ if it is in the best interest of the GNOEC to do so.

1.19 Evaluation and Selection

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

A committee whose members have expertise in various areas will evaluate all proposals. 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.

Written recommendation for award shall be made to the GNOEC for the Proposer(s) whose proposal(s), conforming to the RFP/RFQ, will be the most advantageous to the GNOEC, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the GNOEC.

1.20 Award

1.20.1 Award shall be made to the Proposer(s) whose proposal, conforming to the RFP/RFQ, will be the most advantageous to the GNOEC, considering price and other factors.

1.20.2 The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.21 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the GNOEC for selection.

After the selection, the GNOEC will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.22 Insurance Requirements

Contractor shall furnish the GNOEC with certificates of insurance affecting coverage(s) required (see Appendix).

1.23 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.24 Indemnification

Notwithstanding the above, the successful Proposer shall protect, defend, including the payment of attorney's fees and costs, indemnify, save and hold harmless GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful Proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements - Not required for this RFP/RFQ

1.26 Payment for Services

Contractor shall invoice the GNOEC in accordance with the contract terms.

1.27 Termination

1.27.1 The GNOEC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the GNOEC shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the GNOEC 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 GNOEC to comply with the terms and conditions of this contract; provided that the Contractor shall give the GNOEC written notice specifying the GNOEC's failure.

1.27.2 The GNOEC may terminate any contract entered into as a result of this RFP/RFQ at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the GNOEC. If the GNOEC fails to

appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced 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.

1.28 Assignment

Assignment of contract requires the advanced written approval of the GNOEC in accordance with the contract terms.

1.29 No Guarantee of Quantities

The GNOEC does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

1.30 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the GNOEC.

1.31 EEOC and ADA Compliance

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

The Contractor shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP/RFQ and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the GNOEC, and shall, upon request, be returned by Contractor to the GNOEC, at Contractor's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP), Request for Qualifications (RFQ), and addenda (if any); and 3) the Contractor's proposal.

1.35 Contract Changes

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

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.

1.36 Substitution of Personnel

The GNOEC intends to include in any contract resulting from this RFP/RFQ 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 GNOEC 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.

1.37 Force Majeure

The Contractor or GNOEC shall be exempted from performance under the contract for any period that the Contractor or GNOEC is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or GNOEC has prudently and promptly acted to take any and all corrective steps that the Contractor or GNOEC can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.38 Governing Law

All activities associated with this RFP/RFQ process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP/RFQ. The electronic ticket provided by the Proposer must be approved by the deputy secretary of the Department of Public Safety and Corrections, public safety services.

1.39 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP/RFQ with the GNOEC, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

A. Contractor Responsibilities

The Traffic Engineering Services provider will:

- i. Evaluate factors that include, but are not limited to, anticipated socioeconomic growth, current economic conditions, and historical trends of traffic and revenue data for the GNOEC.
- ii. Provide toll revenue estimates for upcoming fiscal years.
- iii. Produce these estimates in the form of a memorandum describing its analysis and budget forecast.
- iv. Comply with all terms of the contract.

B. GNOEC Responsibilities

The GNOEC will:

- i. Comply with all terms of the contract.
- ii. Provide traffic and revenue data to Traffic Engineering Services provider.

2.2 Period of Agreement

Proposer shall provide a requested term for the contract. The term of any contract shall be provided within the contract agreement by negotiation of the parties.

2.3 Price Schedule

Proposer shall provide a price schedule for all items necessary to evaluate and provide toll revenue estimates to the GNOEC. Prices submitted shall be firm for the term of the Contract.

2.4 Deliverables – N/A

2.5 Location – N/A

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP/RFQ implementation, maintenance, and administration of all elements of the provision of Traffic Engineering Services that you would like the GNOEC to consider.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP/RFQ with particular attention to:

- Plans and/or schedule for analysis and memorandum;
- Resumes for key personnel to be assigned to this project, including those of subcontractors, if any.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- 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 GNOEC to consider.

PART III EVALUATION

The proposal will be evaluated in light of the material and the substantiating evidence presented to the GNOEC, not on the basis of what may be inferred. The following criteria will be evaluated when reviewing the proposals:

3.1 Financial Proposal

The Proposer must submit an itemized listing of all costs, expenses and fees that are expected to be paid by the GNOEC in completion of the scope of services that are being offered by the Proposer.

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP/RFQ. Such factors, listed in order of importance, may include but are not limited to:

1. QUALIFICATIONS AND EXPERIENCE

- A. Specific Experience – similar or larger scope of services currently being provided
- B. Personnel- experience of management staff, experience in similar projects, etc.
- C. Financial Profile of Company

2. TECHNICAL APPROACH

- A. Scope of Services

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APPENDIX

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PUBLIC NOTICE

The Greater New Orleans Expressway Commission (GNOEC) is requesting qualifications and competitive proposals for a Traffic Engineering Services provider.

The Traffic Engineering Services provider will evaluate factors that include, but are not limited to, anticipated socioeconomic growth, current economic conditions, and historical trends of traffic and revenue data and provide toll revenue estimates for upcoming fiscal years. The provider will prepare and issue a memorandum to the GNOEC outlining the analysis and budget forecast associated with the estimated toll revenues.

The RFP/RFQ may be examined without charge at the administrative offices of the Greater New Orleans Expressway Commission. Copies of the RFP may be obtained at 3939 N. Causeway Blvd., Suite 400, Metairie, LA 70002, telephone number (504) 835-3118. A site visit may be arranged by contacting Melissa Phillipott. Questions regarding the RFP should be submitted in writing to Melissa Phillipott.

All proposals shall be received by the GNOEC no later than 12:00 p.m. (CST) on October 18, 2022.

Proposals will be received at:

Greater New Orleans Expressway Commission
Attn: Melissa Phillipott
3939 North Causeway Blvd., Suite 400
Metairie, Louisiana 70002
504-835-3118

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
EXTRAORDINARY MAINTENANCE AND REPAIR RESERVE FUND
GNOEC TRAFFIC ENGINEERING SERVICES**

BOND AND INSURANCE REQUIREMENTS

The following requirements are mandatory and non-compliance may result in rejection of a Proposal or refusal to award a contract or withdrawal of a contract.

A. QUALIFICATIONS OF SURETIES AND INSURERS.

Insurance coverages and bonds, which are required by this contract, shall be written with Sureties and Insurance Companies that are licensed in the state of Louisiana to so do; and shall be placed through and countersigned by an Insurance Agent duly licensed in the state of Louisiana. Such Insurance Companies and Sureties shall have an A.M. Best rating of not less than A-VI.

B. BASIC INSURANCE SPECIFICATIONS:

1. Minimum Limits of Insurance-
 - a. General Liability, Automobile Liability, Professional Liability and Employer's Liability section of Workers' Compensation - The Limits of Insurance per occurrence or claim shall not be less than \$1,000,000 each such coverage separately. Limits can be inclusive of any amount provided by umbrella or excess insurance.
 - b. Workers' Compensation – Louisiana statutory limits.
2. Deductible and/or Self Insured Retentions, Any and all deductibles and/or self-insured retentions in the required insurance policies shall be assumed by and be at the sole risk of the Contractor, and subject to approval by the Commission and its legal counsel..
3. "Claims Made" policies are not acceptable except with respect to Professional Liability and Contractor's Pollution Liability.
4. Notice of Cancellation: Thirty (30) day prior written Notice of Cancellation, non-renewal or adverse material change must be provided to GNOEC, except ten (10) day notice for non-payment of premium.
5. Additional Insured: Additional Insured Endorsement in favor of GNOEC, it's Commissioners, employees, consultants, agents and engineers.
6. Waiver of Subrogation: Waiver of Subrogation Endorsement to cover written contracts in favor of GNOEC, its Commissioners, employees, consultants, agents and engineers.

7. Certificate of Insurance: The Contractor shall deliver to GNOEC within ten (10) days after award notification of the contract, Certificates of Insurance (COI) evidencing insurance as required by this Contract. The COI shall include the following attachments:
 - a. Copies of all forms, clauses and endorsements including SIR and Deductible provisions, if any, stipulated herein.
 - b. Request to respective Insurers for the required Additional Insured and Waivers of Subrogation endorsements.

C. INSURANCE SPECIFICATIONS FOR EACH RESPECTIVE COVERAGE:

“Required Coverage” is indicated as such and is mandatory. “Special Coverage(s)” may also be listed and so designated; however, in the event the contract is expanded or otherwise changed in accordance with written authorization of the GNOEC, the GNOEC has the sole option of revising the insurance specifications hereunder such that any or all of the “Special Coverage” may be amended to “Required Coverages”.

1. **WORKERS’ COMPENSATION: “REQUIRED COVERAGE”**

State Act- Louisiana Statutory Requirements
Employer’s Liability

2. **GENERAL LIABILITY: “REQUIRED COVERAGE”**

Commercial General Liability Form CG 00 01 or Pre-approved equivalent.
Additional Insured Endorsement in favor of GNOEC, its Commissioners, employees, consultants, agents, and engineers.

3. **AUTOMOBILE LIABILITY: “REQUIRED COVERAGE:**

If vehicles will be used as part of the work, covering:
All owned autos
Non-owned and hired autos
Broad Form Transportation Pollution Form CA 99 48, if applicable

4. **PROFESSIONAL LIABILITY: “REQUIRED COVERAGE:**

Or equivalent errors & omissions coverage appropriate to the services provided.

AFFIDAVIT OF NO SOLICITATION

STATE OF LOUISIANA
PARISH OF _____

Before the Undersigned Notary Public, came and appeared:

(Name of Affiant)

who, after having been duly sworn by the undersigned Notary Public, did depose and say that:

I.

I am the _____ (title or office) of
_____ (name of Contractor), and
I am authorized by the Contractor to make this Affidavit on its behalf:

II.

The Contractor employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the Contract with the GNOEC for RFP No. 2022-004, Traffic Engineering Services, other than persons regularly employed by the Contractor whose services in connection with the Project or in securing the Contract were in the regular course of their duties for Contractor;

III.

No part of the Contract Price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with the Project were in regular course of their duties for Contractor;

IV.

Under penalty of perjury, the foregoing is true to the best of my, and the Contractor's, knowledge, information and belief.

AFFIANT

SWORN & SUBSCRIBED BEFORE ME

ON THE _____ DAY OF _____, 2022

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO. OR LICENSE NO.

MY COMMISSION EXPIRES