

**GREATER NEW ORLEANS EXPRESSWAY  
COMMISSION**



**REQUEST FOR PROPOSALS:**

**HAZARDOUS INCIDENT LIGHTING STATIONS EQUIPMENT**

**R.F.P. No. 2022-005**

**Proposal Due Date: February 22, 2023, at 12:00 p.m. (CST)**

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
3939 N Causeway Blvd #400, Metairie, LA 70002  
(504) 835-3118  
[www.thecauseway.us](http://www.thecauseway.us)**

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**REQUEST FOR PROPOSALS  
FOR HAZARDOUS INCIDENT LIGHTING STATIONS EQUIPMENT  
FOR THE GNOEC**

**PART I      ADMINISTRATION AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals for the purchase of wireless equipment, electronic transmission systems, LED lights, and other related equipment for the GNOEC to install Hazardous Incident Lighting Stations (HILS) to provide visual warnings to approaching motorists.

**1.2 Goals and Objectives**

The GNOEC desires to provide Hazardous Incident Lighting Stations (HILS) that comport with the RFP Scope contained in Section II.

**1.3 Schedule of Events**

	<u>Time (CST)</u>
1. RFP Published	January 17, 2023
2. Deadline to receive written inquiries	January 31, 2023
3. Deadline to answer written inquiries	February 1, 2023
4. Proposal Due Date	February 22, 2023 12:00 PM CST
5. Selection	TBA, April 2023 GNOEC Commission Meeting
6. Contract Execution	14 days after selection
7. System in Place	Pursuant to Contract terms; anticipated implementation date: May 2023.

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

## 1.4 Proposal Submittal

All proposals shall be received by the GNOEC no later than 12:00 p.m. (CST) on February 22, 2023.

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

- Proposal Name: Hazardous Incident Lighting Stations (HILS)
- R.F.P. No: 2022-005
- Proposal Opening Date: February 22, 2023, 12:00 PM CST

Proposals will be received at:

Greater New Orleans Express Commission  
3939 North Causeway Blvd., Suite 400  
Metairie, LA 70002

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.

## 1.5 Proposal Response Format

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

- A. Cover Letter: Containing a summary of the Proposer's ability to provide the system and services described in the RFP and confirms that the Proposer is willing to perform those services and enter into a contract with the GNOEC. The letter shall be signed by a person having authority to commit the Proposer to a contract. If the Proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, **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 existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Project Schedule: A detailed schedule of the plan for procuring, programming, and testing (if applicable) through delivery. Proposers must submit a schedule to include actions, timelines, responsible parties, etc.
- F. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposers wish to have considered in the contractual arrangement with the GNOEC. Financial Proposals are to be submitted in a separated sealed envelope and should include the estimated annual pricing with a detailed description of how the pricing is structured (whether by each individual user, by credits allotted to each message type, by volume of users, by volume of messages, etc.). The estimated pricing should be based off an estimated 15,000 users and 13 million messages annually. The financial proposal shall also include whether there are overage fees should the GNOEC exceed the estimated users and/or messages.

### **1.5.1 Number of Response Copies**

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

### **1.5.2 Legibility/Clarity**

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

### **1.6 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 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 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.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP 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 in Section 1.3. 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 must be in writing and may be delivered by mail, express courier, e-mail, or hand delivery to:

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

## **1.8 Performance Bond – N/A**

## **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 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 a time an award is made, unless the Proposer provides for a different time and 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 changes resulting from the contract.

## **1.15 Written and Oral Discussions/Presentations**

Written or oral discussions may be conducted with the Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for an 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 be formally recorded in the final contract.

### **1.16 Cancellation of RFP or Rejection of Proposals**

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

### **1.17 Evaluation and Selection**

All responses received as a result of this RFP 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 recommendations for award shall be made to the GNOEC for the Proposer(s) whose proposal(s), conforming to the RFP, 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.

### **1.18 Award**

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

The award may be made on the basis of the initial offer or as noted in Part 1.16.

### **1.19 Notice of Intent to Award**

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

### **1.20 Acceptance of Proposal Content**

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

## **1.21 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 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.

## **1.22 Insurance Requirements**

Proposer shall have the coverage(s) required as stated in the Appendix, and shall furnish the GNOEC with certificates of insurance for affecting the required coverage(s).

## **1.23 Subcontractor Insurance**

The Proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance for each subcontractor, if applicable. All coverage for subcontractors shall be subject to all of the applicable requirements stated in the Appendix herein for the Proposer.

## **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 the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives from and against any and all claims, 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's fees incurred by the successful Proposer as a result of any claims, demands, and/or causes of action except those 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, demands, or suits 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 Payment for Services**

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

## **1.26 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 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 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 any contract, or any payment under a contract, requires the advanced written approval of GNOEC in accordance with the contract terms.

## **1.29 No Guarantee of Quantities**

The GNOEC does not guaranty that the items or amounts listed in this RFP will provide a complete system. The GNOEC, at its sole discretion, reserves the right to amend the items or amounts. Additionally, 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 selected Proposer's records shall be allowed to the GNOEC and any of its employees and/or representatives.

## **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 Veterans' Readjustment Assistance 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 Americans 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 the RFP and contract for a period of at least three (3) years following the termination of the contract.

### **1.33 Record Ownership**

All records, reports, documents, or other materials related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services described for herein shall become the property of GNOEC, and shall, upon request, be returned to GNOEC, at the Contractor's expense, upon 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 Proposals (RFP) 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 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 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 responsible attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.37 Force Majeure**

The Contractor or the GNOEC shall be exempted from performance under the contract for any period that the Contractor or the 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 the GNOEC has prudently and promptly acted to take any and all corrective steps that the Contractor or the GNOEC can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination of the contract.

### **1.38 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; the purchasing rules and regulations when applicable; the GNOEC's Articles of Incorporation and Bylaws; and the standard terms and conditions, including the specifications listed in this RFP.

### **1.39 Claims or Controversies**

Contractor does, by signing a contract pursuant to this RFP with the GNOEC, agree 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 the contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Compliance with the Specifications and Technical Requirements**

The Proposer shall certify and document that the proposal complies with all the specifications and technical requirements detailed herein.

### **2.2 Scope of Work/Services – Contractor Responsibilities**

#### Background:

The Lake Pontchartrain Causeway Bridge is the longest bridge over water in the world, spanning 24 miles connecting the south and north shores of metro New Orleans. The bridge is a primary commuting thoroughway averaging almost 40,000 transits each weekday.

The Causeway is operated by the GNOEC. Operations include around the clock Traffic Control/Policing, Motorists Assistance Patrols, and Dispatch operations as well as daily maintenance, tolling, and administrative functions.

The Causeway consists of two parallel spans that are connected by seven crossovers. Each parallel span includes six segmented shoulders (safety bays). The maximum distance between crossovers and safety bays (emergency stopping areas) is two miles.

#### Project Scope:

The Hazardous Incident Lighting Stations (HILS) should provide visual warning to approaching motorists of an incident ahead. The HILS are anticipated by the GNOEC to be spaced at 1/2 mile intervals (36 on the northbound span of the Causeway Bridge and 36 on the southbound span of the Causeway Bridge).

Specifically, the HILS should meet the following requirements/capabilities:

1. Each HILS should consist of a solar powered, LED flashing hazard light that, while operating is conspicuous for at least 1/2 mile.
2. Each HILS should be able to be activated remotely from the GNOEC Dispatch/Operators Center.
3. The HILS that is initially activated will automatically activate the three adjacent downstream (toward oncoming traffic) HILS.
4. When activated, the HILS' LED lights will flash rapidly to warn approaching motorists of the hazard ahead.
5. The LED lights should be yellow.

6. The LED lights/HILS that are activated should continue flashing until commanded to stop by the GNOEC Dispatch/Operations Center.
7. The HILS' equipment should be robust and able to withstand typical southeast Louisiana (i.e. Gulf Coast) weather conditions.
8. The HILS' equipment should be modular, maintenance-free, and require minimal effort when necessary to replace.
9. The HILS' equipment should be structural angle/pole mounted. The angle/pole is anticipated to be attached to existing galvanized steel mile post brackets on the Causeway Bridge.

### **2.3 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.

### **2.4 Price schedule**

Proposer shall provide a price schedule for all necessary equipment as outlined in Section 2.2 above. Prices submitted shall be firm for the term of the Contract.

### **2.5 Proposal Elements**

#### **2.5.1 Financial**

Describe any potential charges for the necessary equipment for the HILS to comply with Section 2.2 above along with any potential charges for replacement equipment (including an estimate of the frequency that any equipment may need to be replaced).

#### **2.5.2 Technical**

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

- Material specifications and/or schedule for procuring, programming, delivering, etc. (whichever is relevant to the RFP requirements).
- 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.

### **2.5.3 Qualifications**

The Proposer should provide the Proposer's history and background, financial strength, and stability, with related services to government entities' existing customer satisfaction, demonstrated volume of merchants, etc.



## **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 Proposal Criteria**

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

#### **1. TECHNICAL APPROACH**

- a. Scope of Services;
- b. Project Schedule.

#### **2. FINANCIAL PROPOSAL**

#### **3. 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.; and
- c. Financial profile of the Proposer.

# **APPENDIX**

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Publication  
Jefferson, Louisiana

## **PUBLIC NOTICE**

The Greater New Orleans Expressway Commission (GNOEC) is requesting competitive proposals for the purchase of wireless equipment, electronic transmission systems, LED lights, and other related equipment and services to install Hazardous Incident Lighting Stations (HILS) to provide visual warnings to approaching motorists.

The proposal selected will meet the specifications and technical requirements established in the Request for Proposals (RFP), and be in the best interest of and the most advantageous to the GNOEC.

The Request for Proposals (RFP) may be examined without charge at the administrative offices of the GNOEC. Copies of the RFP may be obtained from the GNOEC at 3939 N. Causeway Blvd, Ste. 400, Metairie, Louisiana 70002, or electronically from the GNOEC's website ([thecauseway.us](http://thecauseway.us)). Any questions related to the RFP should be submitted in writing to Melissa Phillipott at [melissa@gnoec.org](mailto:melissa@gnoec.org).

All proposals shall be received by the GNOEC no later than 12:00 p.m. (CST) on February 22, 2023.

Proposals will be received at:

Greater New Orleans Expressway Commission  
ATTN: Melissa Phillipott  
3939 N Causeway Blvd #400  
Metairie, LA 70002

## **INSURANCE REQUIREMENTS**

The following requirements are mandatory and non-compliance may result in rejection of a proposal or refusal to award a Contract at the sole discretion of GNOEC.

### **A. QUALIFICATIONS OF SURETIES AND INSURERS.**

All required insurance policies shall be written with Sureties and Insurance Companies that are authorized to conduct business in the State of Louisiana; 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 Types and Limits of Insurance Required:
  - a. Commercial General Liability covering bodily injury and property damage, personal and advertising injury, and products and completed operations with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
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 GNOEC and its legal counsel.
3. "Claims Made" policies are not acceptable except with respect to Professional Liability and Cyber 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: Commercial General Liability policies shall name GNOEC, its Commissioners, employees, consultants, agents and engineers as Additional Insured, which said insurance shall be primary and non-contributory. The Contractor acknowledges that the cost of this insurance shall be included in their proposed Contract Price.
6. 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. A Notice to Proceed will not be issued and/or no work under the contract may be performed until after the COI has been provided, reviewed, and accepted by GNOEC and its legal counsel. The Additional Insured requirement shall be demonstrated on the COI, or evidenced by providing copies of Endorsements or other applicable forms or documentation.

**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 the Proposer), and I am authorized by the Proposer to make this Affidavit on its behalf:

**II.**

The Proposer employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the Contract with the GNOEC for this RFP for Hazardous Incident Lighting Stations (HILS) Equipment other than persons regularly employed by the Proposer whose services in connection with this RFP or in securing the Contract were in the regular course of their duties for Proposer;

**III.**

No part of the Contract Price received by Proposer 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 Proposer whose services in connection with the RFP and/or the HILS were in the regular course of their duties for Proposer;

**IV.**

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

SWORN & SUBSCRIBED BEFORE ME  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
BAR ROLL NO. OR LICENSE NO.

\_\_\_\_\_  
MY COMMISSION EXPIRES