

# GREATER NEW ORLEANS EXPRESSWAY COMMISSION

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



REQUEST FOR PROPOSALS  
FOR  
FIBER OPTIC MAINTENANCE FOR  
THE GREATER NEW ORLEANS EXPRESSWAY COMMISSION

R.F.P. No. 201907-202



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**SECTION A  
PUBLIC NOTICE  
FOR  
FIBER OPTIC MAINTENANCE**

Publication  
Jefferson, Louisiana

PUBLIC NOTICE  
FOR  
FIBER OPTIC MAINTENANCE

The Greater New Orleans Expressway Commission (hereinafter referred to as the "GNOEC") is seeking proposals from qualified firms and to set forth the terms and conditions whereby the Greater New Orleans Expressway Commission (GNOEC) may contract with the successful Respondent to provide routine and emergency restoration, repairs, and maintenance services to GNOEC owned fiber and conduits.

Responses to this RFP will be evaluated by GNOEC Evaluation Committee to establish the firm's qualifications.

Proposals shall be submitted within the guidelines established in the Request for Proposal package. Interested firms shall obtain a hard copy of the official Request for Proposal (RFP) package from the GNOEC at 3939 N. Causeway Blvd, Ste. 400, Metairie, Louisiana 70002 or electronic copy from the GNOEC website ([thecauseway.us](http://thecauseway.us)). Additionally, the firm selected for this project will be required to execute a contract with the GNOEC. Any questions or problems related to the download of the RFP package should be directed by email to Melissa Phillipott at [melissa@gnoec.org](mailto:melissa@gnoec.org).

Respondents must deliver an original and four copies of the Proposals and an electronic copy on a CD-ROM or flash drive in PDF on or before July 30, 2019 in a sealed container plainly marked as follows:

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

Proposals that have not been received by the aforementioned date and time will be rejected. Additionally, failure to submit all of the information requested shall be considered non-responsive and may result in the Proposal being rejected.

The GNOEC is an Equal Opportunity Employer. Therefore, all respondents are encouraged to utilize minority participation to the extent possible through the use of small, disadvantaged, and women-owned businesses as suppliers or sub-contractors.

Respondents, subcontractors, contractors, vendors or others involved with this project shall not contact any elected or appointed official of the GNOEC, GNOEC's employees, contractors or the Selection Committee concerning this solicitation during the selection process period. Questions concerning this RFP shall be submitted via email to Melissa

Phillpott no later than July 16, 2019 noon. All inquiries together with responses thereto will be posted by GNOEC at [www.thecauseway.us](http://www.thecauseway.us) on or before July 23, 2019.

Additionally, the members of the GNOEC request that proposers submit requested information only. Unless otherwise stated or required by the instructions, all other attachments or embellishments shall be excluded.

The GNOEC will tentatively meet August 28, 2019, to select a firm to provide fiber optic maintenance for the GNOEC on an as needed basis.

In accordance with the Americans with Disabilities Act, if you need special assistance, please call the GNOEC at 504-835-3118, describing the assistance that is necessary.

The GNOEC reserves the right to reject all of the submittals in response to this Request For Proposals.

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION**  
**CARLTON DUFRECHOU**  
**GENERAL MANAGER**

**SECTION B**  
**REQUEST FOR PROPOSALS**

GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
REQUEST FOR PROPOSALS FOR FIBER OPTIC MAINTENANCE

1.0 Introduction

This Request for Proposals ("RFP") is issued by the Greater New Orleans Expressway Commission (hereinafter referred to as the "GNOEC").

The purpose of this RFP is to solicit proposals from qualified firms whereby the Greater New Orleans Expressway Commission (GNOEC) may contract with the successful Respondent to provide routine and emergency restoration, repairs, and maintenance services to GNOEC owned fiber and conduits.

If Respondent meets the minimum requirements set forth herein, the responses to this RFP will be evaluated by GNOEC Evaluation Committee to establish the firm's qualifications. Based upon the submittals, the GNOEC will then select a qualified firm presenting the proposal that is most advantageous to the GNOEC.

GNOEC reserves the right to modify or discontinue this RFP at any time without any obligation to any Respondent. All costs of preparation of responses shall be borne by Respondents. The GNOEC will not reimburse any expense incurred by any Respondent.

Respondents must deliver an original and four copies of the Proposals ("responses") and an electronic copy on a CD-ROM or flash drive in PDF on or before July 30, 2019, 5 PM, CST in a sealed container plainly marked as follows:

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

**RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED RESPONSIVE AND WILL NOT BE REVIEWED.**

2.0 Background

The GNOEC manages the Lake Pontchartrain Causeway Bridge, which connects the north and south shores of Lake Pontchartrain. The Causeway Bridge spans 23.87 miles and is the longest bridge over water in the world. The Bridge has parallel spans made of monolithically cast precast prestressed concrete spans supported by over 9,000 prestressed concrete pilings. The south span opened to the public in 1956, and the north span opened in 1969. Each Causeway span is two lanes and provides drivers with one-way driving on straight, railed surfaces. The two spans are 84 feet apart and are connected by seven crossovers that function as pullover areas for auto emergencies. The bascule bridge at the north marine crossing is the only movable bridge on the Causeway and allows passage of marine traffic with unlimited height. The Causeway has an automated toll collection system at the

North Toll Plaza. The bridge electrical system components consist of a high voltage electric transmission system serviced from both the north and south shores, transformer and switch-gear units, SCADA, fiber optic communication, marine radar tracking, DMS system, pull boxes, and CCTV Surveillance Cameras.

GNOEC’s fiber optics communication network consists of:

- Fiber routed along the Lake Pontchartrain Causeway Bridge (23.83 miles)
- South shore: Connections from bridge to Volunteers of America (VOA) building.
- North Approach: From the bridge extending past Brookside Drive.
- East Approach: From bridge to Mandeville City Hall
- West Approach: From bridge to GNOEC Maintenance Building (Decker Drive)

GNOEC is seeking a firm to provide the following services:

- Restoration Services: Respond to fiber optic cable and conduit infrastructure damage 24 hours a day, 365 days a year to restore damaged fiber optic infrastructure in a timely manner.
- Maintenance Services: Install additional, and improve and maintain existing, fiber optic infrastructure and documentation on an as-needed basis.

The scope of services required is more fully set forth in Exhibit A.

Maintenance of electronic end equipment, whether owned by GNOEC or third parties, is not included in the scope of this contract.

This RFP is not intended to limit a potentials firm’s creativity in suggesting ideas to accomplish the GNOEC’s goals. Innovative ideas, new concepts and partnership arrangements will be considered and welcomed. Please indicate any other value-added arrangements, unique features, special services, discounts or terms that might suggest solutions for the needs of the GNOEC.

Responses to this RFP will be evaluated by GNOEC Evaluation Committee to establish the firms qualifications based on the criterion set forth herein.

### 3.0 Anticipated Schedule

<b>Activity</b>	<b>Description</b>	<b>Date</b>
Issuance of RFP	RFP advertised on GNOEC’s website and other publications	July 2, 2019
RFP Inquiry Deadline	Respondents submit questions through GNOEC’s designated email address	July 16, 2019
GNOEC’s Deadline to Respond to Inquiries	GNOEC posts all inquiries and responses on GNOEC’s website	July 23, 2019
Responses Due	Respondents submit Responses	July 30, 2019
Evaluation of Responses	Evaluation Committee Reviews Responses	August 16, 2019



Interviews	If necessary to make a selection	TBD, if necessary
Commission Selects	Contract Negotiation Begins	August 28, 2019
Contract Execution	Contract Begins	14 days after selection

#### 4.0 Questions and Communications

Respondents SHALL NOT initiate contact or communication with any elected or appointed official of the GNOEC, GNOEC's employees, contractors or the Selection Committee regarding this RFP until after the award of contract(s) or until cancellation of this RFP.

Questions concerning this RFP shall be submitted via email to Melissa Phillpott no later than July 16, 2019. All inquiries together with responses thereto will be posted by GNOEC at [www.thecauseway.us](http://www.thecauseway.us) on or before July 23, 2019.

#### 5.0 Procurement Process Objectives

- To engage a qualified Firm to provide the following services:
  - Restoration Services: Respond to fiber optic cable and conduit infrastructure damage 24 hours a day, 365 days a year to restore damaged fiber optic infrastructure in a timely manner.
  - Maintenance Services: Install additional, and improve and maintain existing, fiber optic infrastructure and documentation on an as-needed basis.
  - The scope of services is more fully described in Exhibit A.
- GNOEC specifically reserves the right to evaluate responses and request additional information to supplement or explain responses and/or proposals.
- GNOEC reserves the right to select the firm which is in the best interest of the GNOEC and to reject all responses and/or proposals, if in the best interest of GNOEC.
- A proposal or response submitted to the GNOEC under this RFP may be rejected if it contains misrepresentations or conceals any material facts, if it does not conform to this RFP, or if it is deemed in the best interest of the GNOEC to reject the response or proposal.
- Issuance of this RFP in no way constitutes a commitment by GNOEC to award a contract.
- All materials submitted in response to this RFP become the property of the GNOEC. Selection or rejection of a proposal does not affect this right.

- 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 shall 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.
- GNOEC shall not be responsible for any errors in proposals or responses. GNOEC reserves the right to make corrections or amendments to the RFP due to errors identified in proposals by GNOEC or the Respondent. GNOEC, at its option, has the right to request clarification or additional information from the Respondent. If requested, such information shall be provided within fourteen (14) days of request.
- The State of Louisiana Code of Governmental Ethics (“Ethics Code”) places restrictions on awarding contracts to persons employed by any agency of the GNOEC, or any business of which he or his spouse has more than a 25% interest. The Ethics Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. Questions regarding potential violation of the Ethics Code, should be directed to the Louisiana Board of Ethics prior to submission of the proposal. Any violation of the Ethics Code shall be grounds for disqualification of proposal or cancellation of contract.
- If Respondent is placed in default by GNOEC for failure to accept the contract after notification of award, for failure to timely deliver, or for otherwise unsatisfactory performance, Respondent may be subject to up to six months suspension from bidding or responding to any request for qualifications or proposals by GNOEC. Respondent shall be ineligible to perform work for the project or any part of the project for which Respondent has been placed in default.

## 6.0 Evaluation Criteria

Responses meeting the minimum requirements will be reviewed by an Evaluation Committee.

The Committee will review responses to the RFQ and present a list of qualified firms for consideration.—

Responses should contain information sufficient to enable the Evaluation Committee to properly evaluate Respondent’s qualifications for achieving the project objectives.

The Evaluation Committee will rely on the qualitative information contained and presented in the responses and reference checks in evaluating the proposals to

determine the qualifications of the firms.

The GNOEC Evaluation Committee will use the following criteria in its review and evaluation of the Proposals:

<b>EVALUATION MATRIX</b>		
<b>Category</b>	<b>Description</b>	<b>Possible Points</b>
A	Suitability of the Firm to provide Emergency Restoration and Maintenance Services (overall public sector experience and qualifications)	0-25
B	Firm's understanding of project scope and goals as well as clarity, completeness and general quality of proposal	0-25
C	Experience of the Firm in providing comparable services to other jurisdictions	0-20
D	Experience, qualifications, technical competence, and availability of proposed personnel assigned	0-20
E	Pricing of Services (see Exhibit B)	0-20
F	Office location and response time	0-20
G	Firm's references and client recommendations	0-10
H	Demonstration of financial resources	0-10
<b>Total</b>		<b>150</b>

The GNOEC may select Firms to interview prior to contract execution.

Selection will be based on determination of which proposal will best meet the needs of the GNOEC and the requirements of this RFP and presents the least impacts to our Commuters.

- The GNOEC may ask additional questions of Firms, or negotiate over the proposals.
- The GNOEC may then award contracts based on the specified criteria.

The GNOEC reserves the right to accept or reject any or all proposals and to request resubmission or additional information. The GNOEC is the sole judge of the proposals and the only entity qualified to determine which proposals best meet the GNOEC's needs. The GNOEC's decision is final.

Awarded Offerors must at all times have financial resources sufficient, in the opinion of the GNOEC, to ensure performance of the contract and must provide proof upon request. The GNOEC may require a performance bond if, in the opinion of the GNOEC, it ensures performance of the contract.

## 7.0 Requirements for Responses

- Responses must be bound and printed on 8.5” x 11” paper. Four printed copies and an electronic copy on a CD-ROM or flash drive in PDF must be submitted.
- All responses must be typed or written in ink. Any erasures, strikeover and/or changes should be initialed by Respondent.
- All responses must be signed by an individual with authority to bind Respondent.
- Written addenda issued prior to opening which modifies the RFP shall become a part of the RFP and shall be incorporated within the contract. Only a written interpretation or correction by addendum shall be binding. Respondents shall not rely upon any interpretation or correction given by any other method.
- If the Respondent intends to subcontract for remaining portions of the work, the Respondent shall provide a list of all Subcontractors who are retained or expected to perform work as a Subcontractor in connection with Respondent’s work for the GNOEC in Exhibit E and shall include specific designations of the tasks to be performed by the Subcontractor. Performance required of the Respondent under the terms of this RFQ is also required for each Subcontractor. Unless specifically disclosed in Exhibit E or provided for in the contract with GNOEC, the Respondent shall not contract with any other party for furnishing any of the work or services herein contracted for without the express written approval of the GNOEC, which approval shall not be unreasonably withheld. GNOEC encourages the use of State-certified Disadvantaged Business Enterprises (DBEs). Respondents proposing to subcontract with Disadvantaged Business Enterprises will be required to report information about the work performed by the DBE firm(s).
- Subcontractor affidavit as set forth in Exhibit E shall be submitted with all responses.
- The affidavits as set forth in Exhibits C and D shall be submitted with all responses for Respondent and by any Subcontractor listed in Exhibit E.
- All firms submitting responses shall be required to meet the minimum insurance requirements as set forth in Exhibit A.

Responses shall be organized in the following manner:

### Statement of Experience:

1. Respondent’s full legal name (e.g. Fiber Company, LLC).
2. Place(s) and year of incorporation
3. Federal Tax Identification Number
4. Number of years Respondent has been in business under its current name, prior business names, and a short corporate history of the firm.

5. A statement that the Respondent has demonstrated capacity to perform the required services. Include an executive summary highlighting the qualifications of the Firm.
6. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
7. A statement that the Respondent has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff. Also include the Respondent's capacity for timely completion of the work, taking into consideration the firm's then current and projected work load and professional and support manpower.
8. For every contract Respondent has entered into in the past three years (including ongoing contracts) for similar services, specifically including any bridge, movable bridge, highway, toll road or evacuation route construction projects, list (Louisiana contracts first):
  - a. Date of completion and duration of the contract.
  - b. Type of service.
  - c. Total dollar amount contracted for and amount received.
  - d. Location of area served.
  - e. Name, address and contact information of agency with which contracted and agency person administering the contract.
  - f. If none, so state.
9. If any of those contracts were terminated before the original termination date:
  - a. Date of termination and duration of each contract.
  - b. Reason for termination.
  - c. If none, so state.
10. All controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, so state.

Respondent shall acknowledge its acceptance of the requirements of this RFP and the firm offer must be good for 180 days.

#### 8.o Minimum Requirements

The following are considered minimum requirements. Respondents failing to meet the minimum requirements shall be rejected and Respondent's proposal will not be considered by the Evaluation Committee.

- Proof of Insurance as specified in the RFQ in Exhibit A shall be submitted with the response
- Affidavit required by LA. R.S. 38:2224 (Exhibit C) shall be submitted with the response by Respondent and any Subcontractor, if applicable.
- Attestation of past criminal convictions (Exhibit D) shall be submitted with the response Respondent and any Subcontractor, if applicable.

- Identification of Subcontractors, if applicable (Exhibit E), shall be submitted with the response

Other requirements contained in this RFQ will be considered by the Evaluation Committee in evaluating the proposals to determine the qualifications of the firms.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1. INTRODUCTION**

The GNOEC manages the Lake Pontchartrain Causeway Bridge, which connects the north and south shores of Lake Pontchartrain. The Causeway spans 23.87 miles and is the longest bridge over water in the world. The Bridge has parallel spans made of monolithically cast precast prestressed concrete spans supported by over 9,000 prestressed concrete pilings. The south span opened to the public in 1956, and the north span opened in 1969. Each Causeway span is two lanes and provides drivers with one-way driving on straight, railed surfaces. The two spans are 84 feet apart and are connected by seven crossovers that function as pull-over areas for auto emergencies. The bascule bridge at the north marine crossing is the only movable bridge on the Causeway and allows passage of marine traffic with unlimited height. The Causeway has an automated toll collection system at the North Toll Plaza. The bridge electrical system components consist of a high voltage electric transmission system serviced from both north and south shores, transformer and switch-gear units, SCADA, fiber optic communication, marine radar tracking, DMS system, pull boxes, and CCTV Surveillance Cameras.

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GNOEC is seeking a Firm to provide the following services:

- Restoration Services: Respond to fiber optic cable and conduit infrastructure damage 24 hours a day, 365 days a year to restore damaged fiber optic infrastructure in a timely manner.
- Maintenance Services: Install additional, and improve and maintain existing, fiber optic infrastructure and documentation on an as-needed basis

Maintenance of electronic end equipment, whether owned by GNOEC or third parties, is not included in the scope of this contract.

This RFP is not intended to limit a potential firm's creativity in suggesting ideas to accomplish the GNOEC's goals. Innovative ideas, new concepts and partnership arrangements will be considered and welcomed. Please indicate any other value-added arrangements, unique features, special services, discounts or terms that might

suggest solutions for the needs of the GNOEC.

## **2. GENERAL REQUIREMENTS**

### **2.1 CAPABILITIES**

Respondent shall be capable of performing the following services:

- 1.1. Provide fiber restoration and maintenance services necessary to maintain the fiber optic cable and conduit infrastructure.
- 1.2. Have adequate equipment and sufficient, competent, and dependable personnel capable of performing various types of fiber optic maintenance and repair needed in the field, including fiber splicing, OTDR testing (bi-directional), fiber enclosure installing, terminating fibers, and full fiber section replacement. All test equipment used shall have a current National Institute of Standards and Technology (NIST) calibration certification.
- 1.3. Have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. Have the capability to perform aerial work or off the bridge work (reach all) as needed for installation, maintenance, and repair.
- 1.4. Perform all clearing, installation of ducts, handholes, grounding, placement of backfill and compaction, restoration of right of ways, fiber optic cable pulling, splicing, termination, testing, and all other specifications.
- 1.5. Coordinate with utilities (above and below ground) and emergency responders required to be on scene during the course of the maintenance or repair;
- 1.6. Make available crews 24 hours a day, 365 days a year. Crews should be able to respond within 4 hours of notification of a repair and make necessary repairs within 12 hours of notification.
- 1.7. Provide the GNOEC with a list of telephone numbers that will be answered at all times by the Respondent's representative. Alternatively, an answering service that can contact the Respondent immediately may be used. Use of an answering service shall not extend response time requirements.

### **2.2 REQUIREMENTS**

Respondent's meeting the following general requirements will be considered for this RFP.

1. Respondent must be registered and in good standing with the LA Secretary of State for the past five (5) years.
2. Respondent must be in the business of providing fiber optic installation & maintenance services. Respondent must provide a minimum of three (3) references that have engaged the Respondent in field services within the past five (5) years.
3. Respondent must submit proof of insurance as specified in the RFQ in



Exhibit A with the response and must maintain continuous insurance coverages throughout the duration of the contract.

4. The Respondent must have an active, documented, company-wide, safety program including mandatory alcohol & drug testing for all accidents.

### **2.3 CONTACTS – COMMUNICATIONS AND RESPONSE PLAN**

With their submittal, the Respondent shall submit a Communications and Response Plan that describes their proposed plan for response to GNOEC notice of repair or alert for emergency repairs. GNOEC or their authorized representative must be able to reach the Respondent at any time [Monday through Friday (7am – 4pm), after normal work hours (4 pm to 7 am), holidays and weekends] for routine or emergency repair services. GNOEC expects the Respondent to be staffed, all equipment in good working condition, and necessary tools and supplies prepared and available for use, at all times. The repair response to a GNOEC notice or alert shall include, at a minimum, phone call in response to GNOEC notice or alert to designated representative, repair and deployment per GNOEC repair order, retrieval of necessary GNOEC material items from the GNOEC warehouse, and deployment of Respondent equipment, personnel and all necessary supplies and tools (at a minimum) to respond safely and in the timeframe defined below and as defined in the GNOEC notice, alert or work order from GNOEC.

### **2.4 REPAIR RESPONSE TIME**

The Respondent must provide and maintain in ready condition and availability, all labor, equipment, tools and supplies necessary in good order and for the purpose of being able to respond to a Notice or Alert from GNOEC, at any time. Repairs will be classified by GNOEC as **non-emergency (routine)** or **emergency** as defined below:

#### **2.4.1 NON-EMERGENCY (ROUTINE) REPAIRS:**

Routine Repairs are those that can be scheduled during regular working hours, Monday through Friday, 7:00 am to 4:00 pm. For non-emergency repairs, GNOEC will issue a Routine Work Order Notice to the Respondent. Within twenty-four (24) hours of receipt of this notice, the Respondent shall contact the named GNOEC representative to discuss the repair and schedule the work. These repairs will be prioritized by GNOEC and must be completed efficiently and per the estimated hours shown in the work order.

#### **2.4.2 EMERGENCY REPAIRS:**

Emergency Repairs are those that must be initiated as soon as possible (ASAP) to ensure GNOEC network connectivity. For an emergency repair, GNOEC will issue an

Emergency Work Order Alert to the Respondent. Within one (1) hour of receipt of the Alert, the Respondent shall contact the named GNOEC representative to discuss the repair and determine the necessary resources to deploy and to coordinate material pick-up. The repair must be worked to completion and sufficient resources are deployed to ensure connectivity is not lost or is restored ASAP.

### **2.4.3 RESPONSE DRILLS**

GNOEC may stage practice drills to test the effectiveness of Respondent's emergency response. Respondent shall be reimbursed for such drills in accordance with the rate schedule of the contract.

### **2.5 PRIME FIRM**

The successful Respondent must assume responsibility as the Prime Firm for this engagement. All teams, joint ventures, or consortiums submitting proposals must establish that all contractual responsibility rests solely with one firm or one legal entity, which shall not be a subsidiary or affiliate with limited resources.

The Respondent shall not, without prior written approval of GNOEC, subcontract any portion of services to be performed. All subcontractors shall incorporate the terms and conditions substantially as contained in this agreement.

## **3. LABOR AND MATERIALS**

### **3.1 INITIAL ASSESSMENT**

During the initial response, the Respondent shall provide the GNOEC with an estimate of labor, materials, equipment, and time required to complete the maintenance or repair. The Respondent shall not begin maintenance or repairs until this scope is submitted to the GNOEC; however, in order to expedite repairs, phone conversation and/or email approval from GNOEC's representative is adequate to begin emergency repairs. This information is required solely for the purpose of determining the general scope and schedule of the maintenance or repair in order to better assist coordination with GNOEC and Third Parties. This estimate will not be used as a basis for payment, and final payment will be based on actual time and materials expended. The Respondent shall be required to provide written documentation and explanation for significant deviations from the initial estimate of effort. Any work exceeding \$2,500 shall obtain GNOEC approval prior to start.

### **3.2. FIBER OPTIC CABLING**

As directed by the designated GNOEC repair coordinator, the Respondent must provide the equipment and manpower necessary to retrieve GNOEC materials necessary for repairs from the GNOEC Maintenance Building. Respondent will be directed by GNOEC what material to pick up and take to the job site. Respondent is

responsible for returning all unused material to the GNOEC Maintenance Building upon completion of the repair. This material will be logged back into inventory. All material is and shall remain the property of GNOEC.

### **3.3 FIBER OPTIC ACCESSORIES – CONNECTORS, SPLICES, TERMINATIONS**

Replacement parts and materials provided by the Respondent shall be paid for as described in Section 7. GNOEC reserves the right of supplying to the Respondent spare parts or components that the Respondent needs to make repairs related to the GNOEC fiber network.

### **3.4 SALVAGED AND DAMAGED EQUIPMENT**

All salvaged or damaged equipment remains the property of GNOEC unless directed otherwise. The Respondent must deliver the salvaged or damaged equipment or material to the GNOEC warehouse, unless directed otherwise by GNOEC. When requested by GNOEC, the Respondent will be responsible for disposing damaged equipment in accordance with applicable law at no additional cost to GNOEC.

### **3.5 TEMPORARY WORK**

As specific fiber and duct counts vary significantly from one part of the system to another, and the exact nature of the damage is unpredictable, there are no specific time limits related to completion of repairs. In order to expedite repairs and restore service, the Respondent may be required to make a temporary repair and complete a permanent repair at a later time. These permanent repairs will be addressed as a Non-Emergency / Routine Repairs (described in Section 2.4.1).

Temporary repairs shall generally consist of providing a new splice enclosure as required, splicing all cut fibers, and arranging the exposed fiber in such a way that will adequately protect it until such time as permanent repairs can be completed.

### **3.6 TRENCHING AND BACKFILLING**

All cuts in roadways will be done in a neat and workmanlike manner to cause the least possible damage to all other improvements. The Respondent should provide protection to all slopes, roadways, guide rails, drainage structures, utilities, etc. as necessary or as required by GNOEC. Any property damage caused by excavation will be repaired as directed by the GNOEC at no additional compensation. Excavation will not be performed until immediately before installation of conduit or until work requiring excavation is ready to begin. All excavations will be closed at the end of each day.

## **4. STANDARDS AND TESTING REQUIREMENTS**

By submitting a proposal in response to this solicitation, the bidder acknowledges

that they will comply with the following GNOEC requirements:

1. The Respondent shall be expected to conform to TIA/EIA standards in the installation of cable for all repairs, as discussed in this RFP
2. Furnish all consumable supplies, Respondent owned supplies, tools, supervision, materials handling, transportation and all other accessories, services and facilities required to carry out its work under this scope of work and not specifically listed among materials to be provided by GNOEC hereunder, this includes but is not limited to safety equipment, pull lines, radios;
3. Remove and dispose of all trash produced in connection with the work in accordance with applicable law;
4. Transport, handle, secure and store, as necessary, all materials once issued to the Respondent at the GNOEC warehouse or other designated location;
5. Provide and perform all necessary labor;
6. Execute and complete specified work to the satisfaction of GNOEC in a workmanlike manner in accordance with good technical practices, industry standards, and manufacturer instructions, with due diligence and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resulting contract;
7. Conform to National Electric Safety Code, OSHA, and all applicable local and federal codes, laws and regulations relating to the work or the worksite, and all manufacturer standards and instructions;
8. Cooperate and coordinate with GNOEC staff and other GNOEC contractors to ensure coordination of the work with engineering, inspection, and construction management oversight activities;
9. Follow all GNOEC procedures and rules for materials management and asset control relating to materials provided by GNOEC for the Respondent's use;
10. If provided, follow all drawings provided by GNOEC or its consultants for the work hereunder.

## **5. WORK PRODUCT AND MATERIALS**

Respondent will be expected to make all repairs using materials comparable to those that make up the existing system. Respondent's work will be expected to be consistent with industry standards. Testing shall be made using an OTDR device. Testing will be considered complete when test results show signal losses within the fiber manufacture's specifications.

**5.1 DOCUMENTATION:** Respondent shall be required to keep detailed documentation related to each incident of damage to the fiber. This shall include, but not be limited to, the following:

**A. General Work Report** summarizing the key information of the incident including, but not limited to the following:

1. A detailed timeline of events including times of notifications, the start or end of key elements of the repairs, times of communication with any Third Party or GNOEC staff, the name of the Third Party or GNOEC

staff the Respondent communicated with, dispatching of Respondent resources, and time service is restored.

2. Date and location of the incident
3. Pictures of event immediately as they arrive on site (regardless of fault)
4. Damage assessment (writing and pictures)
5. Repair Performed – document how system was repaired (writing) and include pictures showing temporary and final restoration.

**B. Record of Labor, Materials, and Equipment** used during the course of repairs.

Other relevant documentation related to the damage such permits or contract plans related to the incident area.

Payment of work related to emergency repairs will only be made after all required documentation related to the incident is submitted, reviewed, and approved by GNOEC.

**6. RESPONSE TIMES**

The Respondent must be on site within four (4) hours of receiving an emergency service call. The Respondent shall assess the damage, make a recommendation to GNOEC for repair, and begin those repairs within twelve (12) hours of receiving an emergency service call.

Failure to meet the required response time may result in the following Liquidated Damages:

Time Elapsed from Initial Notification	Liquidated Damages	Cumulative Liquidated Damages
4 – 10 Hours	\$25 per hour	\$150 per occurrence
10+ Hours (per every two hours)	\$100 per hour	\$500 per occurrence

Failure to begin repairs within the required time may result in the following Liquidated Damages:

Time Elapsed from Initial Notification	Liquidated Damages	Cumulative Liquidated Damages
6 – 12 Hours	\$25 per hour	\$150 per occurrence
12+ Hours (per every two hours)	\$50 per hour	\$500 per occurrence

In the event that the Respondent fails to meet the required response time or fails to begin repairs within the required time, the Respondent may submit, in writing, an explanation of extenuating circumstances (incidents on the roadway delaying arrival, need for specialized equipment, etc.) to GNOEC for consideration, in its sole discretion. GNOEC will evaluate the circumstances and provide a written response accepting the explanation provided or assessing the appropriate Liquidated Damages. Liquidated Damages must be included on the Respondent's next invoice submitted after receiving the GNOEC's notice of intent to assess Liquidated Damages. Invoices that do not reflect these Liquidated Damages will not be accepted by GNOEC.

## **7. PAYMENT FOR REPAIR SERVICES**

The Respondent will be paid for actual labor, materials, and equipment used for each emergency or non-emergency repair task per the provisions of this section.

### **7.1 LABOR**

The Respondent shall be paid for labor costs necessary to complete the work at the rates in the cost proposal. Rates in the cost proposal shall represent the actual rates allowable for inclusion on invoices and must include all direct salaries, overhead, benefits, and mark-ups which are commonly known as billing rates or loaded rates.

### **7.2 MATERIALS**

The Respondent shall receive the actual cost for all materials, including freight charges as shown by the original supplier paid invoices, which become an integral part of the finished work or are requested by GNOEC to be procured and stocked as spare materials. The Respondent will be allowed to apply a Materials Percent Mark-up as shown in the Cost Proposal section of this RFP to the sum of these items. The Material Percent Mark-up shall not exceed fifteen (15%) percent. Paid invoices must carry the name of the supplier on the "paid" stamp. Paid invoice shall be signed in full and dated by the officer or individual receiving payment and shall show that person's title.

### **7.3 EQUIPMENT**

The Respondent shall be paid for of equipment necessary to complete the work at the rate submitted in the cost proposal. The Respondent shall use their professional judgment and experience to provide average rates for equipment of varying sizes that will be used throughout the course of the contract. Equipment not specifically called out in the cost proposal shall be considered "tools of the trade and will be considered incidental to other equipment items that are included in this RFP. For example, fusion splicers and OTDRs shall be considered incidental to splicing and testing. No separate payment will be made for these items.

### **7.4 PAYMENT FOR EXTRA WORK**

Extra work which results from any unforeseen work that shall need to be completed by the Respondent for which no unit price is included in this document, shall not be

started until receipt of a written authorization, confirmation, or task order from GNOEC, which authorization shall state the items of work to be performed and the method of payment for each item. The Respondent shall not be entitled to payment for work performed without such task order.

If it is practicable to pay for Extra Work on the unit price, or lump sum basis, a fair and equitable sum shall be fixed by agreement of the parties and shown in an Extra Task Order signed by both contracting parties before such work is started.

## **8. QUANTITIES**

Any and all quantities provided in this RFP for any item of work are for the sole purpose of comparing cost proposals. There shall be no guaranteed minimum or maximum limit to any quantity of work required by this contract except as directed by GNOEC after the contract is established.

## **9. PROHIBITIONS**

The Respondent is not authorized to make statements, represent, or speak on behalf of GNOEC. The Respondent shall redirect all media and third party inquiries related to any and all GNOEC operations, installation, maintenance, etc. to GNOEC.

## **10. TERM and INVOICING**

Any contract which may be entered into by and between the GNOEC and Respondent will be for a term of 3 years, with two options to renew for one year each exercisable in writing by the GNOEC. The contract will also contain a non-appropriation clause. Costs for any contract which may be entered into by and between the GNOEC and Respondent will be for a fixed annual fee, to be invoiced monthly.

## **11. INSURANCE REQUIREMENTS**

The requirements in the RFQ are mandatory and non-compliance shall result in rejection of a proposal or refusal to award a Contract or withdrawal of a Contract.

### **11.1 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.

### **11.2 BASIC INSURANCE SPECIFICATIONS**

#### **2.A. Minimum Types and Limits of Insurance Required**

- 1. Commercial General Liability** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Policy will include coverage for:
  - Premises – Operations

- Broad Form Contractual Liability
  - Products and Completed Operations
  - Use of Contractors and Subcontractors
  - Personal Injury
  - Broad Form Property Damage
  - Explosion Collapse and Underground (XCU)
  - Sudden & Accidental Pollution
2. **Automobile Liability** covering “Any Auto” or “All Owned, Non-owned, or Hired Autos” with a minimum combined single limit of \$1,000,000.
  3. **Workers’ Compensation** with Statutory limits and meeting Louisiana statutory requirements; with Employer’s Liability limits of \$1,000,000 per accident/disease/employee.
  4. **Umbrella or Excess Liability** may be provided in any combination of limits and Primary limits to meet the required policy limits above. Coverage must follow form or be broader than the underlying Primary policy terms.

**2.B. 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 Respondent; and subject to approval by the GNOEC and its legal counsel.

**2.C. “Claims Made” policies** are not acceptable except with respect to Professional Liability and Cyber Liability.

**2.D. 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.

**2.E. Additional Insured:** Commercial General Liability, Auto Liability, and Umbrella/Excess Liability policies shall name GNOEC, its Commissioners, employees, consultants, agents and engineers as Additional Insured, which said insurance shall be primary and non-contributory. Coverage for “Completed Operations” must extend to all Additional Insureds. The Respondent acknowledges that the cost of this insurance shall be included in their proposed Contract Price.

**2.F. Waiver of Subrogation:** Workers’ Compensation and Employer’s Liability must provide a Waiver of Subrogation to cover both oral and written contracts in favor of GNOEC, its Commissioners, employees, consultants, agents and engineers.

**2.G. The Additional Insured and Waiver of Subrogation requirements** shall be demonstrated on the Certificates of Insurance or evidenced by providing copies of Endorsements or other applicable forms or documentation.



2.H. Respondent must submit proof of insurance as specified herein with its response and must maintain continuous insurance coverages throughout the duration of the contract.

**EXHIBIT B**

<b>COST PROPOSAL</b>			
<b>No.</b>	<b>Category</b>	<b>One Time Cost</b>	<b>Annual</b>
<b>1.0 Emergency Work Order Notice (Labor)</b>			
1.1	• Minimum call out fee per Emergency Work Order Notice.		
1.2	• Per hour labor rate for Emergency Work Order Notice.		
1.3	• Annual cost for on-call availability.		
<b>2.0 Routine Work Order Notice (Labor)</b>			
2.1	• Minimum call out fee per Routine Work Order		
2.2	• Per hour labor rate for Routine Work Order		
2.2	• Fiber testing including report (per strand cost)		
<b>3.0 Materials</b>			
3.1	Fiber Splice (Each)		
3.2	Fiber Termination (Each)		
<b>4.0 Locating Services</b>			
4.1	Locating cost per ticket (single price, payment every 30 days)		
4.2	Network inspection and maintenance cost per year (single price, payment every 30 days)		
4.3	Cost for emergency response resources (equipment, materials, and labor) standing by for emergencies (per incident)		

**EXHIBIT C**

**AFFIDAVIT REQUIRED BY LA. R.S. 38:2224**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

**AFFIDAVIT REQUIRED BY LA. R.S. 38:2224**

PROJECT: FIBER OPTIC MAINTENANCE AND REPAIRS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the aforesaid state and parish, personally came and appeared:

\_\_\_\_\_ (“Affiant”), who after being sworn did depose and state:

1. Affiant is a duly authorized representative of \_\_\_\_\_ (“Respondent”) which has submitted a proposal to perform fiber optic maintenance and repairs for the Greater New Orleans Expressway Commission (“GNOEC”) pursuant to a public contract;
2. Respondent has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the Project with the GNOEC under which Affiant or Respondent, will receive payment, other than persons regularly employed by the Affiant or Respondent whose services in connection with the construction inspection services for the GNOEC or project or in securing the public contract were in the regular course of their duties for Affiant or Respondent;
3. No part of the contract price to be received by Affiant or Respondent was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the public contract, other than the payment of normal compensation to persons regularly employed by the Affiant or Respondent, whose services in connection with construction inspection services for the GNOEC or project were in the regular course of their duties for Affiant or Respondent.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Name of Respondent

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public / Notary I.D. No.

**EXHIBIT D**

ATTESTATION OF PAST CRIMINAL CONVICTIONS

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

ATTESTATION OF PAST CRIMINAL CONVICTIONS

PROJECT: FIBER OPTIC MAINTENANCE AND REPAIRS

Appearer, does hereby attest that:

A. No individual who has a minimum ownership interest of ten percent (10%), or more, in the entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony crime 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, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950.

B. If the entity named below is selected and evidence is submitted substantiating that any individual with a minimum ownership interest of ten percent (10%), or more, in the entity has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony crime or equivalent Federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws listed Section A above, and the Greater New Orleans Expressway Commission subsequently rejects the proposal, the entity named below whose proposal is rejected shall be responsible to the Greater New Orleans Expressway Commission for the costs of rebidding, advertising, the increased costs of awarding to another proposer, or forfeiture of the bid bond, if applicable, whichever is higher.

\_\_\_\_\_  
NAME OF RESPONDENT

\_\_\_\_\_  
NAME OF RESPONDENT'S AUTHORIZED  
SIGNATORY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF RESPONDENT'S AUTHORIZED  
SIGNATORY

\_\_\_\_\_  
SIGNATURE OF RESPONDENT'S AUTHORIZED  
SIGNATORY

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public / Notary I.D. No.

**EXHIBIT E**

**IDENTIFICATION OF SUBCONTRACTORS**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

IDENTIFICATION OF SUBCONTRACTORS

PROJECT: fiber optic maintenance and repairs

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the aforesaid state and parish, personally came and appeared:

\_\_\_\_\_ (“Affiant”), who after being sworn did depose and state:

1. He/She is the and authorized representative of \_\_\_\_\_ , hereafter called “Respondent.”
2. The Respondent submits the attached proposal in response to GNOEC R.F.Q. No. \_\_\_\_\_.
3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted or who are expected to perform work as subcontractors in connection with the Respondent’s work for the GNOEC. Respondent shall include specific designations of the tasks to be performed by the subcontractor.
4. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project, they must be promptly identified to the GNOEC. Respondent shall not contract with any other party for furnishing any of the work or services without the express written approval of the GNOEC, which approval shall not be unreasonably withheld.

\_\_\_\_\_  
NAME OF RESPONDENT

\_\_\_\_\_  
NAME OF RESPONDENT’S AUTHORIZED  
SIGNATORY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF RESPONDENT’S AUTHORIZED  
SIGNATORY

\_\_\_\_\_  
SIGNATURE OF RESPONDENT’S AUTHORIZED  
SIGNATORY

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public / Notary I.D. No.