

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 700-99-0403
Equipment Management Program
Statewide

May 11, 2007

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1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested assisting DOTD with the implementation of an Equipment Revolving Fund and an Equipment Management Program which shall be used for the purchase, maintenance, service, and repair of DOTD equipment statewide. One Prime-Consultant (Consultant) shall be selected for this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

1.1 Background

The project calls for the completion of tasks in three phases (Phases II, III and IV) which shall result in the implementation of an Equipment Revolving Fund. The phases in this project shall build on the work completed under State Project No. 700-99-0362, which constituted Phase I. The Phase I work resulted in a *Report of Feasibility Study for the Establishment of an Equipment Revolving Fund* which shall be used as a guide in completing Phases II, III and IV, and is available to the proposer upon request from the DOTD Project Manager. **However, if enabling legislation to establish the Equipment Revolving Fund is not passed by the Louisianan State Legislature as described in Phase II of this RFP, then Phases III and IV shall not be completed under this contract.**

Presently, purchase, maintenance and repair of equipment in DOTD's inventory is paid for by yearly appropriations from the state legislature. Appropriations have varied widely from year to year which has resulted in inconsistent replacement of equipment and unpredictable useful lives for pieces of equipment. Establishment of an Equipment Revolving Fund shall allow funding to be in place to permit replacement of equipment at optimum times in the lives of the equipment. The optimum points for replacement of equipment shall be based on costs to own and operate each piece of equipment. Overall, an Equipment Revolving Fund shall permit DOTD to build a fleet which is reliable, efficient and cost effective.

1.2 Scope of Services

PHASE II

The Consultant shall review the *Report of Feasibility Study for the Establishment of an Equipment Revolving Fund*, March, 2005, which was produced in Phase I for State Project No. 700-99-0362, and shall review the draft legislation previously prepared by the Louisiana DOTD for the establishment of an Equipment Revolving Fund, to determine what changes may be required to enable legislation for an Equipment Revolving Fund. Following the evaluation, the Consultant shall make written recommendations of its suggested revisions to the enabling legislation to the DOTD. In this endeavor, the Consultant shall not furnish or purport to furnish legal services of any kind to the DOTD, but instead shall advise the DOTD of successful concepts and strategies.

Once draft legislation has been prepared by the DOTD, the Consultant shall advise and assist DOTD personnel in preparing testimony before legislative committees and subcommittees, in presenting to the legislative committees the benefits to be achieved from the establishment of an Equipment Revolving Fund, and in answering questions posed by members of the Louisiana State Legislature. In the performance of these tasks, the Consultant shall not undertake to lobby any member of the Louisiana State Legislature.

For all tasks in Phase II of the project, the Consultant shall furnish personnel who have a proven record of successfully establishing and operating an Equipment Revolving Fund in a state highway department, or a governmental agency of similar size and complexity.

PHASE III

The Consultant shall develop and deliver to the DOTD all the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting system of DOTD, the constraints of the enabling legislation, and the DOTD's requirements for operations.

To accomplish these objectives, DOTD believes that the Consultant should study the elements of DOTD's existing Master Equipment File and should identify elements which need to be expanded in order to produce the data needed to support the Equipment Management Program.

5866 units of equipment should be reviewed with emphasis on making sure all units are grouped into classifications that provide the same function and have similar operation and replacement cost. The next step should require reviewing shop procedures and shop cost to determine how these costs should be captured at the unit level. The study should also look at other costs of operating the unit of equipment in order to establish an operating rate for that class of equipment. A program should be provided to capture all of this information at the unit level, as well as the series or classification group that has been predetermined as having like function, operating and replacement cost.

This study should be conducted at each DOTD District level and operating rates established at the DOTD District level to encourage the DOTD District Managers to look at their operation as it relates to their rates.

The next step should be to study each classification to determine when such equipment should be replaced based on an optimum replacement cycle that considers cost as well as productivity and reliability. This should involve studying both the replacement cost and salvage value, along with operating cost at differing cycles and reliability. These evaluations should be backed up by an effective computer program to provide information as to the success of the program and help to determine where changes should be made in the future. In this endeavor, as well, the Consultant shall not furnish or purport to furnish computer software of any kind to DOTD; rather, the Consultant shall only advise DOTD of successful concepts and strategies.

The Consultant shall provide the necessary personnel to work with and assist the Equipment Manager and DOTD Computer Group in revising the present Equipment Management Program to collect and manage the data for the new program as it is developed.

This task should include the database design and reports needed to monitor the program. The database should be designed to allow for changes and additions to/deletions from the system as needed for changes in equipment type, as well as new classifications of equipment. The system shall be designed in stages, with DOTD personnel approving each stage as they are developed.

Phase III should take no longer than six months after legislation is passed to allow the DOTD to implement the program. However, if enabling legislation to establish the Equipment Revolving Fund is not passed by the Louisiana State Legislature as described in Phase II, then Phases III and IV shall not be completed under this contract.

PHASE IV

The Consultant shall assist in implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD. This shall include:

- Working with the DOTD Secretary and his Staff to ensure that reports are available to monitor the results of the program
- Working with the DOTD State Equipment Engineer and his Staff, to ensure that they have proper reports and know how to adjust to changes
- Working with the DOTD Computer Groups that manage equipment operations to ensure that all information is captured in a way it can be used to provide information to users
- Working with the DOTD District Engineers and their Staffs to ensure they understand how the program works and providing information to help them to see how the ownership and operating cost affects their operations
- Working with various DOTD Department Heads who are involved in any equipment operations to ensure they have information available to monitor the system
- Providing information and assisting in public relations activities with the Administration, media, legislators and others to demonstrate the value of the system and how it will improve the efficiency of DOTD.

1.3 Project Manager

The DOTD Project Manager is Mr. William Schear, P.E.; he may be reached at (225) 379-1882.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2007** and to continue through **June 30, 2010**. DOTD reserves the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand> <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 Notice of Intent to Submit

A written Notification of Intent to Submit must be received by the RFP Coordinator by the submission deadline shown in the Calendar of Events.

2.6 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	05/11/2007
Deadline for written notification of intent to submit	05/18/2007

Deadline for receiving proposer inquiries	05/23/2007
Issue responses to proposer inquiries	05/28/2007
Proposal submission deadline	06/11/2007
Announce Award of "Successful proposer"	06/18/2007
Contract execution	07/01/2007

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

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

3.2 Determination of Responsibility

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

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

3.3 Qualifications of Proposer

The following qualifications must be met at the time of submittal:

- One Principal of the Proposer must be an individual with documented experience in working with a state legislature to have enabling legislation passed for transportation projects.
- The Proposer must employ at least one person who has a proven record of successfully establishing and operating an Equipment Revolving Fund for a state Department of Transportation, or a governmental agency of similar size and complexity.

- The Proposer must employ at least one person with a minimum of five years experience in implementing and administering an Equipment Management Program for a state Department of Transportation, or a governmental agency of similar size and complexity.
- The Proposer must employ on a full-time basis, at least one person with at least five years experience in the use and programming of computer database programs using an IBM IMS or similar operating system.

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

3.4 Revisions to the RFP

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

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection

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

3.7 Withdrawal and Re-submission of Proposal

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

3.8 Subcontracting Information

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.9 Ownership of Proposal

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

3.10 Proprietary Information

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

3.11 Cost of Preparing Proposals

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

3.12 Errors and Omissions in Proposal

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

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

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

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

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

3.14 Code of Ethics

Proposers are responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) shall be, and four copies of the proposal should be, submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

The proposal should be identified with the State Project No. **700-99-0403** and shall be submitted **prior to 3:00 p.m. CST on Monday, June 11, 2007**, by hand delivery or mail addressed to:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

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

4.2 Cover Letter

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

4.3 Proposal Format

The proposer should submit a proposal as specified in Attachment I which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 Price Proposal

The proposer shall submit a Price Proposal to perform the services shown in the Scope of Services. The proposal shall quote a Lump Sum for Phase II of the project and hourly rates for each of the Work Classifications listed in Attachment II for Phases III and IV in the Price Proposal. No other Work Classifications shall be allowed other than those listed in Attachment II.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals shall be accomplished by the Project Selection Committee, which shall determine the proposal most responsive and advantageous to DOTD.

5.2 Administrative and Mandatory Screening

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

5.3 Evaluation and Review

Each proposal shall be rated for categories one through five, with 0 being the lowest score and the highest possible score shown for each category.

The sum of the fixed price for Phase II, and 2080 hours multiplied by each of the proposed hourly rates for Phases III and IV, will represent the total proposed price. 2080 hours will be used for evaluation purposes only; DOTD will determine the actual number of hours to be used by the Consultant in Phases III and IV following the completion of Phase II. The proposer with the lowest total price will receive 30 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 30}{\text{Consultant's Proposed Total Price}}$$

CATEGORY	HIGHEST POSSIBLE SCORE
1) Firm experience on similar projects	25
2) Personnel experience as related to the project	25
3) Proposer's understanding of the project (approach and methodology)	20
4) Price	30
Total	100

All proposals shall be evaluated as indicated for Items 1-4. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Selection Committee shall compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 *Announcement of Successful Proposer*

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

6.0 CONSULTANT REQUIREMENTS

6.1 *Corporation Requirements*

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Compensation*

Compensation to the Consultant for the services rendered for Phase II of the contract shall be a non-negotiated lump sum proposed by the Consultant. Work for Phases III and IV shall be performed for a proposed hourly rate with a maximum compensation limitation.

6.3 *Billing and Payment*

Lump Sum - Payments to the Consultant for services rendered in Phase II shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule **developed during the initial scoping meeting with the DOTD Project Manager and the selected Consultant**. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Tasks with unit prices for each Task, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Task, or upon written authorization by the DOTD Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

Billable Rates - Payments to the Consultant for services rendered in Phases III and IV shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Labor charges shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification.

The invoice shall be directly related to the Monthly Progress Schedule. DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion for that phase by more than five percent.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses. The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by DOTD until satisfactory completion of the work required or upon written authorization of the DOTD Consultant Contract Services Administrator for the release of the retainage.

The original and five copies of the invoice shall be submitted to the Project Manager. The invoice must be signed, dated, and sealed, by a principal member of the Consultant's firm.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

6.4 Contract Terms & Conditions

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

6.5 Indemnification

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

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys'

fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the

observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I PROPOSAL FORMAT

1. Executive Summary

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

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

2. Corporate Background and Experience

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

- a. An *organizational chart* displaying overall organizational structure, including sub-consultants.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals shall specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.
- d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- e. A *Statement that the firm is financially solvent* and capable to provide needed services over the two-year project period.

DOTD reserves the right to contact references to verify information in the proposal.

3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

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

4. Approach and Methodology

Proposers should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Proposers should define their functional approach in providing the services, including their ability to successfully establish and operating an Equipment Revolving Fund and an Equipment Management Program in a state highway department or governmental agency of similar size and complexity.
- Proposers should define their functional approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

5. Cost Information

- A. The proposal shall quote a Lump Sum for Phase II of the project, and hourly rates for each of the Work Classifications listed in Attachment II for Phases III and IV in the Price Proposal. The proposer should provide a detailed breakdown of the costs used to derive the lump sum total for Phase II. Unit prices for Phases III and IV shall be inclusive of all costs including travel, supplies, equipment, and all other project expenses. The proposer should use Attachment II to submit pricing information.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III

ATTACHMENT II - PRICE PROPOSAL

PHASE II

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

\$ _____ (Total Cost)
(Attach detailed breakdown of costs).

PHASES III & IV

I/We propose to furnish all labor, materials, equipment, travel, incidentals, etc. necessary to provide the scope of services as outlined in Phases III and IV of this RFP for the hourly rates of:

Work Category	Proposed Hourly Rate
Principal	\$
Project Manager	\$
Equipment Management Administrator	\$
Clerical	\$

NOTE: All expenses, including travel related expenses, shall be included in the proposed price.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT III
CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

(Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

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

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

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer quote is valid for at least one year from the date of Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, he/she will have ten business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____/_____
SIGNATURE of Proposer's Authorized Representative DATE

Upon receipt and approval of each invoice, the DOTD shall pay the amount shown to be due and payable within thirty (30) days.

TAXES

Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Consultant's obligation and identified under Federal tax identification number XXXXXXXXXX.

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

The DOTD may terminate the Contract at any time by giving thirty (30) days written notice to the Consultant. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

REMEDIES FOR DEFAULT

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

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Consultant by DOTD shall remain the property of DOTD, and shall be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract.

NONASSIGNABILITY

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

Consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

AUDITORS

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

COST RECORDS

The Consultant and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS are available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

TERM OF CONTRACT

This contract shall begin on **XXXXXXXXXX** and shall terminate on **XXXXXXXXXX**, unless modified by a fully executed supplemental contract. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual Review of the Division of Administration.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

DISCRIMINATION CLAUSE

The Consultant 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 Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

ENTIRE AGREEMENT

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.