

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
STATE PROJECT NO. 737-99-0895
DOTD Staff Augmentation for the
Statewide ERP and the AASHTO Trns.Port[®] Projects
Statewide

December 21, 2007

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information	Section 1.0	3-4
Scope of Services	Section 2.0	4-10
Administrative Information	Section 3.0	10-11
Proposal Information	Section 4.0	11-13
Response Instructions	Section 5.0	13-15
Evaluation and Selection	Section 6.0	15-16
Consultants Requirements	Section 7.0	16-18
Proposal Format	Attachment I	19
Price Proposal	Attachment II	20
Certification Statement	Attachment III	21
Sample Consulting Services Contract	Attachment IV	22-25

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 in providing staff augmentation support for the DOTD to assist with the implementation of the new statewide enterprise resource planning (ERP) solution as it relates to DOTD by providing change management and project management support. One Prime-Consultant (Consultant) will be selected for this contract. The duration of these services will coincide with the duration of the ERP project up to a maximum period of three years. If the ERP project is completed in less than three years, this effort will terminate no more than 3 months after the “go-live” of ERP at DOTD but in no more than three years total. This effort will also involve providing staff augmentation in the DOTD business area involved in the Trns.port® preconstruction project. Efforts will include assisting the Trns.port® Implementation Team and serving as the focal point for project activities. The effort will also include coordinating the implementation/integration with other key application systems already in use by the DOTD or currently being implemented with the ERP and the Trns.port® Projects.

A. General. The State of Louisiana is currently in the process of selecting an ERP software solution and a systems integrator to implement the selected ERP software. The scope of this solution is envisioned to include support for DOTD during the State ERP implementation in the following business functions:

- General Ledger and Financial
- Cash Management
- Budget Development
- Procurement
- Accounts Payable
- Materials/Inventory
- Asset and Fleet Management
- Facilities Management
- Records and Processing
- Grants Management
- Capital Outlay Budget
- Project Management
- Revenue / Receivables / Billing
- Business Intelligence / Data Warehouse

- Mobile Solutions

DOTD is an active participant in this statewide ERP effort. Although not yet determined, DOTD is strongly being considered to be the first agency to implement the ERP software. DOTD had been in the process of selecting a software solution to meet its needs for highway asset management/maintenance management. However, as part of the ERP initiative, DOTD, in conjunction with the Louisiana CIO, has determined to include this functionality as part of the ERP implementation. In addition, DOTD considers the linear asset requirements of these components not to be typical in many ERP solutions and considers that the solution may be an integrated third party application.

DOTD will also continue to use some existing engineering application systems and will implement the remaining modules of the Trns.port® preconstruction suite (described below) of products before and during the ERP implementation. These applications will then be tightly integrated with the ERP application. These applications include:

Program Project Management System (PPMS) which provides project scheduling and tracking functionality for projects within the preconstruction stage of the transportation lifecycle.

American Association of State Highway Transportation Officials (AASHTO) Trns.port® suite which provide preconstruction and construction management functionality including cost estimating; bid specification development; management of the letting and award process; bid analysis and collusion detection capabilities; construction management and materials testing. The Trns.port® SiteManager® product is currently installed at DOTD to provide construction management functionality and is being extended to support materials testing, with completion scheduled for December 2008. The preconstruction modules of Trns.port® are scheduled to be implemented beginning in October of 2007, with an initial Go-Live target in December 2008. The Trns.port® Expedite® product for receiving and processing construction bids electronically (internet) is also currently installed and integrated with the existing mainframe system at DOTD.

2.0 SCOPE OF SERVICES

DOTD is seeking staff augmentation services to support DOTD in areas related to the implementation of the State's new ERP application within the department. The selected consultant will work with the DOTD ERP project team members, the statewide ERP team and the selected statewide systems integrator to provide support in four broad areas related to the deployment of the ERP solution at DOTD. These four areas are:

- Assisting DOTD staff participating as part of the larger statewide team in the tasks associated with the implementation and systems integration effort associated with the ERP and Trns.port® projects.
- Assisting the assigned DOTD Project Manager to provide assistance in project management and organization change management.
- Facilitating, leading, and supporting agency-level business process improvement efforts within DOTD in conjunction with the ERP implementation.

- Supporting and assisting DOTD staff in completing implementation activities including PPMS and Trns.port® by acting as subject matter experts, providing support on functional and technical issues and by performing specific implementation activities which are the responsibility of DOTD to perform within the overall statewide implementation plan.

It is DOTD's intention to select and contract with one consultant based on the responses submitted to this RFP. DOTD will then issue specific task orders for activities or assignments during the various phases of the project. These task orders will be developed for up to the next 12 months of the project and encompass the tasks that will be performed during the period. These activities will be primarily performed on a time and material basis at the loaded hourly rate for each type of position. However, DOTD reserves the option to negotiate specific work orders on a fixed price basis using the consultant's rate schedule as a basis for developing the fixed price in situations where tasks can be defined to have specific deliverables which would be primarily under the control of the consultant.

The anticipated activities which the selected consultant will perform include the following:

2.1 Support for DOTD management and staff

- Assisting DOTD staff with the identification and initial analysis of the impact of potential gaps between the selected solution and DOTD requirements.
- Providing guidance to DOTD staff on issues raised during discussions with the ERP implementation team to ensure DOTD requirements are addressed.
- Providing other technical guidance and assistance to DOTD management and staff in support of their role on the statewide ERP team.
- Research and analysis as necessary to leverage previous experiences from other DOT implementations strengths and weaknesses in regard to a designated functional area of the ERP (such as federal aid billing, maintenance management, etc.)
- Providing analysis, guidance and assistance in integrating PPMS and AASHTO applications with ERP.

2.2 Project Management of the agency level implementation

- Developing, in conjunction with the designated DOTD Project Manager and the selected systems integrator, a detailed multi-phase project plan for deployment of all components of the ERP application in DOTD.
- Supporting the DOTD Project Manager in monitoring and tracking the agency-wide implementation plan.
- Providing support to the DOTD Project Manager for issue analysis.

- Assisting the DOTD Project Manager with preparing for and coordinating meetings of DOTD's agency-wide steering committee.
- Providing guidance to DOTD's Steering Committee and DOTD senior management on various policy or process issues which may arise during the course of the implementation effort.

2.3 Organizational Change Management

- Development of an organizational change management strategy and plan including a communication plan for various internal and external stakeholders impacted by the plan.
- Monitoring and supporting execution of the organizational change management plan including design, development and implementation of various elements of the organizational change management plan as listed below:

- Changes in organizational structure resulting from the implementation of the ERP software

- Changes in position descriptions

- Updates to department-wide operating manuals and procedures

- Monitoring and supporting execution of the communication management plan including design, development and implementation of various communication techniques. This could include:

- Newsletters

- DOTD ERP project web site

- Town Hall meetings

- Other techniques as determined in the communication plan

2.4 Business Process Improvement

- Identifying business process improvement opportunities based on or in conjunction with the selected ERP software and the Trns.port® preconstruction modules in order to facilitate implementation of agency-specific business process change.
- Developing training manuals and conducting training sessions on the business process changes.
- Updating process manuals and other operating procedures based on changes in business process.

2.5 Support for DOTD during the Analysis/Blueprint Phases

- Assisting DOTD team members participating in the identification of gaps between the selected software, DOTD business requirements, and other application systems, the analysis of impact of these gaps and the development of potential solutions for addressing these gaps.
- Developing functional requirements for required extensions to the ERP application.
- Supporting DOTD staff in identifying data conversion requirements and an agency-level data conversion plan in the context of the overall statewide data conversion strategy.
- Developing functional requirements for DOTD specific data conversion modules.
- Developing functional requirements for interfaces between the ERP and existing or planned DOTD application systems.
- Developing or working with DOTD staff members to develop detailed user acceptance testing scripts.
- Managing and supporting data conversion activities (automated or manual) which are the responsibility of DOTD within the deployment plan.
- Managing and supporting development and testing of interfaces between the ERP and DOTD agency systems which are the responsibility of DOTD within the deployment plan.

2.6 Support for DOTD during Software Implementation

- Developing agency-specific role based training materials for the selected ERP using consultant-provided or statewide training materials as a baseline where appropriate.
- Assisting DOTD staff to provide role based training classes to DOTD staff who will be using various ERP modules.

2.7 Support for DOTD post Implementation

- Assisting DOTD core staff to provide post implementation support on revised business processes and selected ERP software.
- Conducting a formal post implementation review of the ERP implementation and assisting DOTD to develop a post implementation action plan including appropriate next steps, sequencing of steps and timing of recommended actions.

The specific level of staff support required will vary depending on the specific ERP solution and the timing and sequencing of the overall statewide implementation plan. However, it is anticipated that DOTD will require the following types of roles and skills to some extent during the ERP selection, deployment and implementation phases:

2.8 Project Manager

DOTD is seeking an experienced consultant project manager with significant experience leading large-scale business change and technology programs in state departments of transportation to act as a coach and advisor to the State's ERP Project Director from DOTD. The consultant project manager will also provide support and guidance to the DOTD agency-level steering committee and DOTD senior management on project issues. The project manager will also have responsibility for overseeing the selected firm's other consultants assigned to the project.

The proposed project manager should have a proven track record of planning for and implementing ERP, financial management systems, highway maintenance management systems and/or other large-scale business change and technology programs in state departments of transportation. The project manager should also have experience in managing and facilitating process improvement efforts and in defining and implementing organizational change management strategies in state departments of transportation.

Experience in DOT financial systems/ERP applications and highway maintenance management/linear assets is required. Experience in other areas such as funds management, Federal-Aid billing, project accounting, project management systems, preconstruction management and construction management are highly desirable.

2.9 Functional Specialists

It is anticipated that several functional specialists/functional analysts will be required to perform various activities at different times during the project lifecycle. It is also anticipated that at least 70% of the time must be spent onsite, on DOTD premises, in the DOTD business area. These functional specialists should have experience leading and facilitating process improvement efforts and/or experience planning for and implementing financial system/ERP and highway maintenance management applications in state departments of transportation. Proposed functional specialists should also have experience in a lead role in developing and delivering role based user training, preparing user manuals and executing business change management programs in a state department of transportation environment. Functional specialists should have a range of prior experience in a state department of transportation environment including experience with one or more of the following business functions:

- General Accounting
- Operating Budget
- Capital Budget
- Transportation Planning
- Funds Management
- Programming of Transportation Projects

- Federal-Aid Billing and other integration with the Federal Highway Administration's FMIS application
- Project Accounting
- Project Management/Project Scheduling/Project Tracking
- Consultant Selection
- Preconstruction Management
- Construction Management
- Highway Maintenance Management/Linear Assets
- Equipment Management

One Functional Specialist will be needed to assist with the implementation of the AASHTOWare® Trns.port Suite®. Knowledge of the AASHTOWare® Trns.port® suite and experience in how to best integrate this suite first with the existing DOTD data platforms and then with the selected ERP software is highly desirable. This position must coordinate the implementation of AASHTOWare® modules PES®/LAS® using current DOTD data platforms and prepare for the integration of all of the AASHTOWare® Trns.port® suite modules with the ERP software when it is brought on-line. This position will function as a part of the staff augmentation team but will have specific duties and assignments specifically related to AASHTOWare® software implementation and integration.

2.10 Restrictions on Selected Consultant

The successful consultant will become part of the DOTD agency-wide ERP team and by extension part of the State's project team. As such, it will be ineligible to bid on later RFP's at the State level for the statewide ERP project such as the Independent Verification and Validation (IV & V) services.

2.11 Project Deliverables

It is anticipated that each functional specialist will average 160 hours of work per month (total for each functional specialist not to exceed 2000 hours a year) and that the project manager will average 33 hours of work per month (total for the project manager not to exceed 400 hours in a year.) The work accomplished and task(s) performed shall be documented in the Monthly Status Report to be submitted to the State's ERP Project Director from DOTD. The number of hours expended during the month for each task shall also be included on the Monthly Status Report.

DOTD's Responsibilities

- A. DOTD will provide timely access to their staff including Subject Matter Experts (SME) and documentation as required in completing each of the tasks.
- B. DOTD will convey and issue correspondence to appropriate DOTD personnel on the purpose, significance, and importance of the project.
- C. DOTD will provide two office cubicles, local telephone service, a LAN connection to the DOTD network and Internet, internal email connection, limited use of printers, copiers and miscellaneous office supplies.
- D. DOTD will be responsible for the supervision, direction, and control of its own personnel.
- E. DOTD will provide safe and free access to those facilities needed to conduct project tasks.
- F. For each issue or task where the DOTD needs assistance, DOTD will provide the Contractor with a general description of the assistance needed.
- G. DOTD will provide a State's ERP Project Director from DOTD for the duration of the contract.

Contractor Responsibilities

- 1. The Contractor will provide at least three (3) competent and qualified individuals for the life of the contract.
- 2. The functional specialists assigned to this contract will be available for the DOTD's Technical support core hours – 9:00 a.m. to 3:00 p.m. Monday through Friday. The persons assigned to this contract will also be available on an on-call basis during hours outside the core business hours.
- 3. The services provided by the Contractor to accomplish the services required by this RFP shall be under the control, management, and supervision of the Contractor, unless stated otherwise.

2.12 Project Manager

The State's ERP Project Director from DOTD is Mr. Dominic Cali; he may be reached at (225) 379-4699 or (225) 379-1613.

3.0 ADMINISTRATIVE INFORMATION

3.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **March 1, 2008**, and to continue through **February 28, 2009**. **DOTD reserves the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.**

3.2 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://wwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting
 a written request to the RFP Coordinator.

3.3 Proposer Inquiries

DOTD will 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 will be deemed to require an official response. Official responses to each of the questions presented by the proposer will be posted on the DOTD Consultant Contract Services' website as an Addendum to the RFP by the deadline shown in the Calendar of Events.

3.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	December 21, 2007
Deadline for receiving proposer inquiries	January 2, 2008
Issue responses to proposer inquiries	January 9, 2008
Proposal submission deadline	January 22, 2008
Announce Award of "Successful proposer"	January 28, 2008
Contract execution and approval by Civil Service/DOA	February 25, 2008

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

3.5 Definitions

TERM	DEFINITION

Contractor; consultant	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

4.0 PROPOSAL INFORMATION

4.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit proposals containing the information specified in this request for proposal. 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.

4.2 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.

4.3 Qualifications of Proposer

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.

4.4 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.

4.5 Waiver of Administrative Informalities

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

4.6 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.

4.7 Withdrawal of Proposal

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

4.8 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 and 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.

4.9 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.

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

4.11 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.

4.12 Errors and Omissions in Proposal

DOTD will 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.

4.13 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 will become part of any contract initiated by DOTD.

The selected proposer will 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.

4.14 Code of Ethics

Proposers are responsible for determining that there will 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.

5.0 RESPONSE INSTRUCTIONS

5.1 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 will be considered non-responsive.

The proposal will be identified with the State Project No. **737-99-0895** and will be submitted **prior to 3:00 p.m. CST on January 22, 2008**, 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 on company letterhead and 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, will not be considered.

5.2 Cover Letter

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

5.3 Proposal Format

The proposer should submit a proposal as specified in Attachment I which should 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.

5.4 Certification Statement

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

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Evaluation and Review

The proposer with the lowest average hourly rate will receive 30 points. Other proposers will receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Average Hourly Rate} \times 30}{\text{Consultant's Average Hourly Rate}}$$

CATEGORY	HIGHEST POSSIBLE SCORE
1) Prior experience of proposing firm in assisting state departments of transportation to implement significant business process improvement initiatives and manage large scale business and technology change initiatives	10
2) Experience of proposing firm in assisting state departments of transportation to plan for and deploy financial management, ERP, highway maintenance management and other mission critical systems initiatives.	10
3) Experience of proposed team members in assisting state departments of transportation to plan for and implement financial management, ERP, highway maintenance management and other large business and technology change initiatives.	20
4) Experience of proposed team members in facilitating business process improvement efforts in state departments of transportation.	20
5) Experience of proposed team members in developing organizational change management programs for state departments of transportation.	10
6) Proposed average hourly rate.	30
Total	100

All proposals will be evaluated as indicated for Items 1-6. The firm's ratings in each category will be added to arrive at the total proposer's score. The Project Selection Committee will 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.

6.4 Announcement of Successful Proposer

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

7.0 CONSULTANT REQUIREMENTS

7.1 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.

7.2 Compensation

Compensation to the Consultant for the services rendered for this Project shall be either on a fixed price basis as negotiated by DOTD and the consultant or by proposed hourly rates with a maximum compensation limitation for a period of one year, payable in installments as specified in 7.3, Billing and Payment.

7.3 Billing and Payment

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the number of billable hours submitted. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice should be submitted directly to the State's ERP Project Director from DOTD, **Mr. Dominic Cali**. The invoice shall show the total 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.

7.4 Contract Terms & Conditions

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

7.5 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 will 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.

7.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, will 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 will 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 will 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

The technical proposal should consist of the following sections:

Executive Summary – This section should serve to introduce the purpose and scope of proposal. It should include administrative information including, as a minimum, response date, proposer contact name, email address, and phone number. This section should also include a summary of the proposer’s qualifications and ability to meet the state’s overall requirements. **It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any contract term, an explanation of each exception should be supplied.**

Firm Background and Experience – The consultant should provide an overview of the firm including the firm’s history and organization structure; a statement of its current financial position and a statement and evidence of its capacity to undertake this project. This section should include a minimum of three (3) references for projects of similar scope previously performed for state departments of transportation. These references should include a description of the project and client information including client, contact name of the client, phone number and email address. This section should be limited to a maximum of ten (10) pages.

Project Organization and Staffing – In this section, the consultant should provide an overview of its proposed project organization. It should then provide resumes for its proposed project manager and a minimum of two (2) functional specialists who would be available to work on this project if the consultant is selected. The resumes for the proposed functional specialists should demonstrate experience with the range of functional areas outlined in this Request for Proposal. Proposing firms should submit as many resumes as required to demonstrate the capability to provide support in all two labor categories for the full range of functional areas identified. Resumes should be limited to a maximum of three (3) pages per person. For each person proposed, three professional references should be provided who are familiar with work accomplished by the proposed team member that is similar in scope to that requested under this RFP.

It is our desire that the resources proposed for this project are available for this project in a timely fashion. The consultant should submit the percentage each participant will be available to work on this project with a listing of the other projects on which the participant is engaged.

Example:

Individual	Availability to Project	Commitment to other projects	Current and Anticipated Work
John Doe	70	30	Project 1 description, Project 2 description
Jane Smith	50	50	Project 1 description
Joe Brown	40	60	Project 1 description, Project 2 description, Project 3 description

Other Information – In this section, the consultant should provide any additional information it believes is relevant to the selection process. Examples could include items such as specialized tools, knowledge bases, etc., that the consultant would make available for DOTD’s use during this project.

Administrative Information - Provide a completed Certification Statement as shown in Attachment III.

The price proposal shall consist of the following:

The proposer shall provide an hourly rate for each of the positions indicated in Attachment II.

In developing these hourly rates, the proposer should assume most work (70% - 80%) will be performed on-site at DOTD facilities in Baton Rouge and/or at DOTD district offices across the state. These hourly rates must include all expenses, including any travel and living expenses for work performed in the Baton Rouge metropolitan area. DOTD will reimburse the consultant for any required in-state travel from Baton Rouge to other locations based on the State’s travel policy rates.

The proposer should compute and provide an average hourly rate in the table provided. This average hourly rate is based on an allocation of 4,400 hours per year among various staff categories. This allocation represents the approximate percentage break-down of hours by type of position that DOTD is anticipating for this project effort.

ATTACHMENT II - PRICE PROPOSAL

I/We propose to furnish all services as outlined in this RFP, for the hourly rates of:

	Project Manager (20%)	Two Functional Specialists (100%)
Proposed Hourly Rate	\$	\$
Hours/year	400	4,000
Total (hourly rate X 400)	\$	\$
Average Rate (Total from both columns divided by 4400)	\$	

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 (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV
SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 737-99-0895
DOTD STAFF AUGMENTATION FOR THE STATEWIDE
ERP AND THE AASHTO TRNS.PORT® PROJECTS
STATEWIDE

Be it known, that on this _____ day of _____, 2008, the Louisiana Department of Transportation and Development (hereinafter sometimes referred to as "**DOTD**") and ***** , hereinafter sometimes referred to as "Consultant" do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

Attachment I details the Scope of Services and the Functional and Technical Requirements of the Consultant.

COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Consultant a maximum compensation amount of ***** , for the actual work performed.

PAYMENT

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the number of courses delivered. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice should be submitted directly to the Project Manager, **Mr. Dominic Cali**. The invoice shall show the total 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.

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 *****.

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 ***** and shall terminate on *****, 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. Such approval authorizes a Contract term for not more than three years.

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 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 of the Civil Rights Act of 1964 and Title 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 CLAUSE

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 CLAUSE

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.