

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
**STATE PROJECT NOS. 704-99-0019, 704-99-0020, 705-99-0009, and
705-99-0010**
**KATRINA CONSULTANT SERVICES
FOR REVIEW OF IN-HOUSE ACTIVITIES
STATEWIDE**

May 30, 2008

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1.0. GENERAL INFORMATION

1.1 PURPOSE

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified proposers for the purpose of issuing a contract for assistance to DOTD in preparing for future audits related to reimbursements received from FEMA and FHWA for the recovery work performed by DOTD in-house forces. The contract awarded shall be based upon the proposal most advantageous to DOTD, price and other factors considered, and it shall be subject to the availability of funds.

1.2 BACKGROUND

Preliminary reviews done by FHWA's process review team of Daily Work Reports (DWR's), Work Orders and related accounting records for in-house recovery work found a significant number of coding issues with the source documents. Generally, in these cases, an incorrect project number or function code was recorded on the source document – often with an insufficient explanation of the eligible work performed.

Further, due to constraints inherent to DOTD's accounting systems, there is low confidence that the project costs that DOTD recorded and subsequently recovered from FHWA and FEMA for in-house work can be reported accurately and at a level of detail that will satisfy future audit requirements. The high volume of payroll corrections made following Hurricane Katrina and Hurricane Rita combined with the manner in which such corrections are normally processed in DOTD's systems are the primary reasons project costs may be misstated or may be difficult for auditors to test and validate. Because of these additional issues, DOTD does not believe it would be sufficient to identify miscoded source documents and record correcting cost transactions.

DOTD has determined that all source documents for in-house recovery work shall be reviewed and corrected, and that the project costs for in-house work shall be re-tabulated based on the full, corrected set of source documents. This will result in new cost totals for each State Project that can then be reconciled with those amounts that have been billed to FHWA or recovered from FEMA/GOHSEP.

1.3 SCOPE OF SERVICES

The Contractor shall be required to perform the following services identified to assist DOTD in preparing for future audits related to reimbursements received from FEMA and FHWA for the recovery work performed by DOTD in-house forces.

The Contractor shall become familiar with the following DOTD documents and procedures:

Debris Management Standard Operations Procedures
Retainer Debris Removal and Disposal Contract(s)
Contract Administration Manual
Maps with FA/NFA/Control Section Information
Business Services Manual

The Consultant shall become familiar with the following:

- FHWA ER Manual and Guidelines
- FEMA Public Assistance Manual and Guidelines
- GOHSEP “Red Book”
- FEMA Green Book

The Contractor’s personnel shall be equipped with cell phones and be available for DOTD business calls at all times while working for DOTD. The Contractor’s personnel shall provide other contact information as necessary to ensure adequate and timely means of communication.

The Contractor’s personnel shall be familiar with the area of work and will be able to easily and quickly navigate to and from multiple work locations, DOTD facilities, etc.

The Contractor’s personnel shall be equipped with all necessary Personal Protective Equipment (PPE) needed for the working conditions as required by the DOTD Safety Manual and as approved by DOTD Safety Section.

As a minimum, the Contractor’s personnel shall be equipped with the following: laptop computer with printer, Microsoft Office Suite, wireless capabilities, and remote internet access; calculator(s); clipboards; writing and drawing instruments; and standard office equipment (staplers, copy machine, fax machines, filing cabinets, desk, and chairs). DOTD will provide the Contractor’s personnel with a DOTD Identification Badge. The badge shall be worn at all times while working on DOTD facilities.

DOTD will provide copies of necessary construction contracts, copies of construction plans, etc. The Contractor’s personnel will be responsible for obtaining all DOTD forms, manuals, documents, and procedures which are available on the Department’s Internet site. DOTD will provide copies or make available all necessary manuals, documents, forms, and procedures not available on its Internet site. DOTD may provide office space and field office space as available.

1.4 Performance Goals and Measures

Objective 1: Source Document Reviews and Corrections

Activity	Performance Measure
To review, correct and scan Daily Work Reports.	In those instances where hurricane work was not recorded on a DWR, the Contractor will review the source documentation for that work. This will

	<p>include employee timesheets, material tickets, vehicle logs, invoices and other source documents that identify eligible recovery costs. A preliminary estimate of the number of documents to be reviewed is 36,500.</p> <p>The scanned copies will be posted on the existing ProjectSolve web site. It is anticipated that roughly 90% of the documents will only require a brief review to correct, and the remaining 10% will require additional research and consultation with the DOTD manager familiar with the work.</p> <p>The documents to be reviewed, corrected and scanned will include all storm-related DWR's and other source documents from the start of contraflow forward. The State Projects targeted by this review will include approximately 170 State Project Numbers that were created for projects performed by in-house forces. The review will also cover direct in-house labor costs incurred on Preliminary Engineering or Construction Engineering-related activities on contracted State Project Numbers.</p>
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Assistance Required from DOTD on Objective 1

Completion of this task will require the assistance of DOTD District and Section managers and staff. Specifically, before the Contractor can begin work on this task, all hurricane-related DWR's should be collected at the District or Section offices and sorted by the State Project Numbers to which they were coded. Timesheets for construction personnel who did not use DWR's should also be collected at the District or Section offices as appropriate.

Further, in order to research and resolve any issues found with the source documents, DOTD managers and supervisors who oversaw hurricane recovery work performed by in-house forces need to be available and respond to questions in a timely manner.

Deliverable: Checked and corrected DWR's scanned, and posted on ProjectSolve, and summarized by State Project Number.

Objective 2: Retabulation of In-house State Project Costs

Activity	Performance Measure
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<p>The Contractor will re-tabulate the eligible costs incurred on the in-house State Projects.</p>	<p>To accommodate the large volume of detailed transactions to be processed in re-tabulating these eligible costs, the Contractor will procure and configure an off-the-shelf Project Cost accounting system. This system will be used to re-tabulate the eligible costs incurred as documented on the sets of corrected DWR's captured under Objective 1 above. This cost data will thus be captured in a database that will allow for the necessary summarization, querying and reporting of actual project costs. With this system, the Contractor will generate a Detailed Project Cost Report for each in-house State Project, based on corrected supporting documentation.</p> <p>These Detailed Project Cost Reports will then be posted on ProjectSolve together with the DWR backup documentation collected under Objective 1 above.</p>
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Deliverable: Project Cost Summaries for each in-house hurricane recovery project; Project Cost Database.

Objective 3: Reconciliation of FHWA Billings and FEMA Reimbursement Requests

Activity	Performance Measure
<p>Using the Project Cost Summaries prepared under Objective 2 above, the Contractor will reconcile the revised total project costs with those amounts that have been recovered from FHWA and FEMA/GOHSEP.</p>	<p>The Contractor will prepare a Project Closeout Summary for each reconciled project, which will reflect the total project costs determined under Objective 1 and Objective 2 above, the amounts billed to date, and any adjustments to the billed amounts which may be required.</p>

Assistance Required from DOTD on Objective 3

Completion of this task will require the assistance of DOTD Finance Section in determining amounts billed to date to FHWA for each Federal-Aid State Project Number.

Deliverable: Project Closeout Summary for each in-house hurricane recovery project.

Objective 4: Quality Control

Activity	Performance Measure
For Objectives 1, 2 and 3 above, the Contractor will develop and execute a Quality Control Plan.	The Contractor will sample and verify the accuracy of the previously verified work efforts. Corrective actions will be taken, as necessary. The key deliverables identified above will also be inspected by a senior member of the Contractor's team.

Deliverable: Quality Control Plan

Objective 5: Daily Work Report to the Project Manager

For Objectives 1, 2, 3, and 4, the Contractor shall provide a daily status report to the DOTD Project Manager detailing all working hours, work tasks and accomplishments, and resource utilization. The Contractor will develop, compile, and report each day's activities, accomplishments, and resources used for and charged to the project. The daily status report will be due at the beginning of the next work day.

NOTE: Other than the Objectives listed above, the Contractor's scope will specifically exclude any efforts focused on reconciling the re-tabulated project costs with the information that currently exists in DOTD's payroll, maintenance management, project accounting, and financial systems or records. DOTD will be responsible for determining and making corrections in the Department's internal systems if required. The Contractor will coordinate with DOTD as well as FEMA, GOHSEP and FHWA on recording any project cost or billing adjustments.

1.5 Substitution of Key Personnel

The Contractor's key personnel assigned to this Contract may not be removed, replaced, or substituted without the prior written consent to the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor's control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved prior to replacement by DOTD.

1.6 Project Manager

The Project Manager is Mr. Rhett A. Desselle, P.E., Assistant District Administrator of Operations; he may be reached at 318-561-5102.

1.7 Definitions

Table 1 Definitions

<u>TERM</u>	<u>DEFINITION</u>
Contractor	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.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

DOTD expects that the completion of all deliverables in the Scope of Services will take less than one year. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2008**, and to continue through **June 30, 2009**. **DOTD reserves the right to contract for up to a total of three years with the concurrence of the Contractor 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://wwsrch2.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 previously advertised this project (April 4, 2008) and received written proposer inquiries by the deadline stated in the previous RFP. The written proposer inquiries and the DOTD responses are shown in Attachment V of this RFP.

2.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Re-Advertise RFP and mail public announcements	May 30, 2008
Deadline for receiving proposer inquiries	Not Applicable
Issue responses to proposer inquiries	Not Applicable
Proposal submission deadline	June 16, 2008
Announce Award of "Successful proposer"	June 23, 2008
Contract execution	June 30, 2008

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 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 proposer should employ at the time of submittal a minimum of:

- One Project Manager with 12 years of experience managing projects.
- One Administrative Program Manager with 10 years of professional experience in accounting or auditing with three years as a supervisor.

- One to Two Auditors or Accountants with 7 years of professional experience in accounting or auditing.
- One to Two Audit/Accountant Clerks with 5 years of professional experience in accounting or auditing.
- One Administrative/Clerical Support with 3 years of experience in accounting or auditing administrative/clerical support.

The proposers should insure 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 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-Contractor as the result of any contract negotiation, and that Prime- Contractor shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, Contractors may enter into Sub-Contractor arrangements, however the Proposer should acknowledge in his proposal total responsibility for the entire contract.

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 Contractors 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 minor administrative 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 (should be **stamped original**), 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 shall be identified with the State Project Nos. 704-99-0019, 704-99-0020, 705-99-0009, and 705-99-0010, and shall be submitted **prior to 3:00 p.m. CST on June 16, 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 signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A copy of a board resolution granting such authority should be submitted for any proposer that is a corporation.

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 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.

4.4 Price Proposal

The proposer should submit a Price Proposal (Attachment II) to perform the services shown in the Scope of Services.

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 a DOTD 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 four, with 0 being the lowest score and 25 being the highest possible score shown below for each category.

The proposer with the lowest total price (price for all four objectives) shall receive 25 points. Other proposers shall receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Proposer's Proposed Total Price}}$$

CRITERIA	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 as shown in the proposal	25
4) Price	25
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 total proposer's 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 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

Upon the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor 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 Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor 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 Contractor for the services rendered for this Project shall consist of the proposed price by the Contractor for completion of all services, payable in installments as specified in 6.3, Billing and Payment.

6.3 Billing and Payment

Payments to the Consultant for services rendered shall be made monthly based on a certified and itemized invoice showing line item costs incurred. 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 Contractor'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.

Contractor shall be fully liable for the actions of its agents, employees, partners or Sub-Contractors 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 Contractor, its agents, employees, partners or Sub-Contractors, without limitation; provided, however, that the Contractor 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.

Contractor 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 Contractor: (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 Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor 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 Contractor; 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 Contractor believes that it may be enjoined, Contractor 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 Contractor 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, Contractor'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 Contractor 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 Contractor 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 Contractor, retain such monies from amounts due Contractor, 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 Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor 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 Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor'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 Contractor 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 Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Contractor 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 should 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

- A. In this section, the proposer should provide an overview of their firm (and any proposed subcontractors).
- B. The proposer should also provide three (3) references for which work substantially similar to the proposed statement of work has been performed. For each reference, please provide the client name and a brief description of the work performed, along with a contact name, address, telephone number, and e-mail address.

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

3. Proposed Project Staff

- A. In this section, the proposer should identify their proposed project organization and staffing. The proposer should identify a Project Manager, who shall act as a single point of contact with DOTD. The proposer should also identify other staff expected to assist on this project based on the proposed timeframes outlined by DOTD and in accordance with staff requirements described in Section 3.3.
- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified.
- C. 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-Contractor. Information required of the proposer under the terms of this RFP is also required for each Sub-Contractor. Unless provided for in the contract with DOTD, the Prime-Contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express prior written approval of DOTD.

4. Approach and Methodology

Proposers should provide:

- A. Proposer's understanding of the nature of the project and how their proposal shall best meet the needs of the DOTD.
- B. The proposer should provide a work plan illustrating how project activities shall be performed within the requested timeframes.
- C. The proposer should address proposed staff loadings for each of the Objectives described in Section 1.4, and highlight any critical assumptions underlying the technical aspects of their proposal.
- D. Proposers should define their functional approach in identifying the tasks and activities necessary to meet Objective requirements.
- E. Provide a proposed Project Work Plan that reflects the approach and methodology, Objectives and services to be performed, deliverables, timetables, and staffing to meet all Objectives described in Section 1.4.

5. Cost Information

- A. The proposer shall provide an hourly rate for each staff classification listed on Attachment II, the Per Diem rate proposed and the number of proposed work hours for the delivery of each Objective.
 - The proposed hourly prices shall include all expenses, including general overhead, supplies, equipment, field overhead, profit and other project expenses.
 - Per Diem rates shall include all necessary food and lodging facilities needed to provide these services, in accordance with the State Travel Regulations in effect at the time of the work.
 - Any other travel expenses will be reimbursed in accordance with the State's General Travel Regulations.
- B. 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

I/We propose to furnish all labor (including profit and overhead) and materials necessary to provide the scope of services as outlined in this RFP for the sum of:

	Project Manager	Administrative Project Manager	Auditor or Accountant	Audit/Account Clerk	Clerical	Per Diem	
Proposed Hourly Rate	\$	\$	\$	\$	\$	\$	
Proposed Overtime Rate	\$	\$	\$	\$	\$	\$	
	Hours	Hours	Hours	Hours	Hours		Price
Objective 1							\$
Objective 2							\$
Objective 3							\$
Objective 4							\$
Objective 5							\$

Total Proposed Price for all five objectives: _____

Name of Proposer: _____

Address: _____

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 shall 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 Contractor's signature below;
- 5) Proposer understands that if selected as the successful Contractor, he/she shall 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 NOS. 704-99-0019, 704-99-0020, 705-99-0009, and 705-99-0010
KATRINA CONSULTANT SERVICES
FOR REVIEW OF IN-HOUSE ACTIVITIES
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 "A" details the Scope of Services and the Functional and Technical Requirements of the Consultant.

COMPENSATION

Compensation to the Consultant for services rendered in connection with this contract shall be made at the billable rates, for a yearly maximum contract compensation of _____.

PAYMENT

Payments to the Consultant for services rendered in connection with this contract shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for other approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification. The approved billable rates for each classification and the approved per diem are as follows:

	Project Manager	Administrative/ Project Manager	Auditor or Accountant	Audit/Account Clerk	Clerical	Per Diem
Hourly Rate						

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.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific contract; provided such charges are substantiated by documentation subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead figures.

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 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 two copies of the invoice shall be submitted directly to the **Project Manager, Mr. Rhett A. Desselle, P.E.** The invoice must be signed, dated and sealed by a principal member of the Consultant's firm.

Upon receipt and approval of each invoice, DOTD shall pay the amount shown to be due within thirty (30) 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 Contractor by DOTD shall remain the property of DOTD, and shall be returned by Contractor to DOTD, at Contractor'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 Contractor in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract.

NONASSIGNABILITY

No Contractor 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 Contractor 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 sub-consultants 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 or about **July 1, 2008 and shall terminate on June 30, 2009**, 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.

DOTD reserves the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

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 of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor 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 Consultant 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.

Attachment V
Inquiries and Responses
for the Katrina Consultant Services for Review of In-House Activities RFP

1. Will the main work be performed at the Headquarters Building?

Yes. Many documents are available at HQ but most source documents produced by districts are maintained by the district. The majority of the work can be performed at the HQ but travel to the Districts will be necessary.

2. Is there an incumbent firm?

No.

3. Will stipulations and considerations of the Hudson Initiative be taken into account with the proposed contract?

No. Additional points, credit, etc., will not be given to Hudson Initiative firms.

4. Will or can a list of firms submitting questions be made available prior to the proposal submission deadline?

Yes.

5. If a proposer has performed work for DOTD in response to the 2005 storms, such as debris removal or debris management activities, could those records be handled by another firm or DOTD personnel as to remove any potential conflict? Or is previous work for DOTD on storm recovery a disqualifying circumstance?

Previous DOTD storm recovery work does not disqualify a firm.

6. Does performance of the review activities contemplated by this contract in any way limit future involvement in DOTD contracted activities?

Most of this work involves documentation associated with in-house work and expenses for Hurricanes Katrina and Rita. This will not limit future involvement in DOTD contracted activities.

7. In order to provide a cost estimate, proposers will need to make broad and generalized assumptions as to the number of records to be reviewed, the amount of time required, the number of out of town trips and mileage, the selection and purchase of project cost accounting software, the number of staff required, etc. Would DOTD consider providing estimated hours by level of employee so that each proposer can use the same assumptions and thereby provide competitive pricing?

We could do this but it would take some time to do and may not be accurate. DOTD quantified a minimum number for each position.

8. The RFP notes minimum staffing requirements in terms of accounting and auditing experience. If a proposer has qualified staff with direct FEMA/GOHSEP record review experience, but lacking accounting or auditing degree, will that be acceptable or should the requirements be strictly interpreted?

It is envisioned that at the end of the project DOTD will be prepared for any subsequent audits. Accounting/audit experience is therefore required. Experience in FEMA and FHWA record review would be good.

9. Are all personnel that will be involved in the project required to fall into the project manager, administrative project manager, auditor or accountant, audit/account clerk, or clerical categories? If not, can the contractor define an alternative category and rate?

With proper explanation.

10. Does DOTD have format or minimum requirements for the database described in Objective 2? If so, does this include database compatibility?

No

11. Does DOTD have a format or requirements for the Detailed Project Cost Reports?

No

12. It is our understanding that all documents will be gathered and sorted by project number at the respective DOTD locations by DOTD personnel. Additionally, these documents may be picked up by the Contractor for auditing at the Contractor's own facilities. Is this understanding correct?

No. The original documents will remain on DOTD property. The contractor may elect to make copies of any documents needing to be worked off site.

13. Are costs to be charged to the project apparent on DWR's and other source documents? For example, if a timesheet is the source document, is the cost of the employee's time on the timesheet or will further work be required to make the calculation of cost based on the hours reported on the timesheet?

DWR's detail employee, hours worked, equipment used, and materials used. It does not detail hourly rates, equipment rates, or material unit prices. That data will have to be drawn from other DOTD sources. Additionally, there are occasionally adjustment sheets which make changes to a DWR or timesheet that need to be considered.

14. As it relates to Objective 3, is billing and recovery for these projects ongoing or has this activity been ceased until completion of this project?

Billing and recovery on almost all projects is complete. Notable exceptions are the I-10 Twin Spans reconstruction and the New Orleans Submerged Roads Program.

15. Can you provide a minimum, maximum, and average estimate of time to review a document in the “brief” category for use in estimating the time and cost to complete this project. Can you provide the same for the estimated 10% of documents not falling in the brief category? Please provide estimates on a per document basis.

No.

16. Other than correcting project numbers, function codes, and retabulations, are there any other errors to be corrected? Please provide an estimate of time to correct each type of error.

It is anticipated that other errors will be identified that require corrections/reconciliation. There are occasionally adjustment sheets which make changes to a DWR or timesheet that need to be considered.

17. What is the current process to upload and log by project a document to Project Solve? How long does it take to upload one document? What, if any, Mass loading capabilities are available? If no mass loading capabilities are available, are you open to writing a custom upload routine to expedite this process.

Custom uploads will be considered.

18. Can the Project Cost Accounting System be a custom developed Microsoft SQL database and reporting structure?

The contractor will procure and configure an off-the-shelf Project Cost accounting system.

19. Will the DOTD require access and use of the Project Cost Accounting Software during and after conclusion of the project or simply a copy of the underlying database?

DOTD will require access and use of the software during and after the project.

20. Is a Microsoft SQL database an acceptable format for the deliverable of Objective 2?

See Question 18

21. Can you provide sample DWR and source documents for review?

No. Proposers should be familiar with DOTD processes and source documents

22. Can you provide an estimate of the percentage of documents which are typewritten versus handwritten? What are your expectations for documents which are not legible? What percentage of documents do you estimate to be non-legible?

Most documents are hand written but legibility is not foreseen as a significant issue.

23. Is it acceptable to present the Price Proposal (Attachment II) as an appendix to the larger proposal, or should the Price Proposal be presented under separate cover?

Appendix will be acceptable.

24. In Attachment I, Section 2.B of the RFP, the Contractor is required to provide three references for similar work performed. Should some of these references represent work performed by a subcontractor? Or is each subcontractor also required to provide an additional three references?

The contractor and each sub-contractor should have three references.

25. In Attachment I, Section 4 of the RFP, Section B requires the proposer to provide a work plan, while Section E requires the proposer to provide a Project Work Plan. May these work plans be combined into a single work plan which meets all of the requirements listed in Sections B and E, or are two distinct pieces desired to fulfill these specifications?

One work plan meeting all requirements is appropriate.

26. What (if any) level of travel beyond the Baton Rouge area does the DOTD anticipate will be required in performing this contract?

It is anticipated that travel to DOTD all district locations will be required. Most work was performed by the southern districts. However all districts performed some work in their resident district and many districts performed work in other districts. All source documents of a district are retained in the resident district.

27. What accounting system was/is used by the DOTD currently?

DOTD currently uses main frame accounting systems developed internally.

28. Under Objective 1: Source Document Reviews and Corrections – Will the collection and sorting of source documents and DWRs at the District or Section offices be performed by DOTD personnel, by the Contractor or by a combination of both DOTD personnel & the contractor, and if it is a combination, will it be an approximate 50/50 split? Obviously, the answer to this question will affect the pricing of the project.

The source documents will be sorted by project number by DOTD.

29. Under Objective 2: Retabulation of In-house State Project Costs – Who will own the off-the-shelf Project Cost accounting system – the DOTD or the contractor, and if the contractor, am I correct in assuming that at the termination of the project they will retain all copies of and rights to the software. DOTD will never have any access or rights to the software, I assume.

Upon completion of the project DOTD will own the software and data.

30. Objective 2 requires that “... *the Contractor will procure and configure an off-the-shelf Project Cost Accounting System.*” If the proposer has a proprietary suite of accounting applications that was developed for and has been implemented for managing similar information and data will the DOTD accept this system as opposed to third party software?

See Question 18

31. Page 19, ATTACHMENT II – PRICE PROPOSAL of the RFP requests rates for five specific labor classifications. May a Proposer add to, and/or modify the titles and definitions of these classifications? For example, the services of an I.T. Support Technician may be needed in setting up and maintaining the Project Cost accounting system referenced under Objective 2 on page 6.

See Question 9

32. Page 19, ATTACHMENT II – PRICE PROPOSAL of the RFP includes a request for a total sum for the scope in the first paragraph, then further down requests a “Total Proposed Price for all five objectives”. Are these referring to the same amount? Also, either could be interpreted as a bid amount for which DOTD might subsequently award a lump sum contract. Is this DOTD’s intent?

A lump sum contract is not intended.

33. Page 22, first paragraph, SAMPLE CONTRACT, indicates that the monthly invoice “shall be directly related to the Monthly Progress Schedule.” What relation does this Monthly Progress Schedule have to the proposed Project Work Plan requested on Page 18 under Approach and Methodology? In addition, is the Monthly Project Schedule a scope deliverable? If yes, when is Monthly Project Schedule needed, and what are the specific requirements for it?

The Monthly Project Schedule is not a scope deliverable. The Monthly Project Schedule (MPS) is the actual work performed during that invoice period. There is a direct relationship to the Project Work Plan (PWP). The MPS will show how well the consultant is performing.