

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project Nos. 737-99-1037 & 737-99-1038
Management Services for Disaster Cost Recovery
Statewide

September 18, 2009

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information	Section 1.0	3-6
Administrative Information	Section 2.0	6-7
Proposal Information	Section 3.0	7-10
Response Instructions	Section 4.0	10-11
Evaluation and Selection	Section 5.0	11-12
Consultant Requirements	Section 6.0	12-14
Proposal Format	Attachment I	15-16
Price Proposal	Attachment II	17
Certification Statement	Attachment III	18
Sample Consulting Services Contract	Attachment IV	19-29

1.0. GENERAL INFORMATION

1.1 PURPOSE

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified Consultant Firms for the purpose of issuing a Consulting Services Contract for assistance with the management of the Federal Emergency Management Agency (FEMA) Public Assistance Program and Federal Highways Administration (FHWA) Emergency Relief Program on an as needed basis. 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

DOTD is tasked with responsibilities as the lead agency for Emergency Support Function (ESF) 1: Transportation, Emergency Support Function (ESF) 3: Public Works and Engineering; and a support agency for 11 additional Emergency Support Functions as identified in the State of Louisiana Emergency Operations Plan.

ESF 1 is responsible for coordinating/providing emergency transportation of people and pets. ESF 3 responsibilities include, but are not limited to, the coordination of contra-flow, debris removal and damage assessment of the state's transportation infrastructure.

Disaster cost recovery is a complex and lengthy process that for large disasters may take years to complete. The cost for response to a disaster is overwhelming and presents a financial hardship on DOTD and the state. The administration and management of the FEMA Public Assistance and FHWA Emergency Relief programs following disasters is of paramount importance to ensure the speedy recovery of all eligible costs after a disaster. In 2005 Hurricanes Katrina and Rita devastated the State of Louisiana to be followed by Hurricanes Gustav and Ike in 2008. In 2005 DOTD hired a consultant to manage the cost recovery process for Katrina and Rita. DOTD remains in the ongoing cost recovery process for the 2005 and 2008 hurricanes.

1.3 SCOPE OF SERVICES

DOTD is in need of consulting services to provide assistance and support to DOTD and staff with program administration and management of the FEMA Public Assistance (PA) and the FHWA Emergency Relief (ER) programs for current and future disasters on an as needed basis, to include:

- Provide assistance with the overall Management and Administration of Cost Recovery for DOTD through FEMA's Public Assistance program.
- Provide assistance with the overall Management and Administration of Cost Recovery for DOTD through FHWA's Emergency Relief program and the FHWA Urban System Relief Program.
- Development of DOTD Administrative and Management plans for Federal Emergency Relief and assistance programs.
- Prepare briefings and reports as required.

1.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.

1.5 Performance Goals and Measures

Objective 1: Provide assistance with the Management and Administration of Cost recovery for DOTD through FEMA’s Public Assistance (PA) program. All work must be in accordance with DOTD policies and procedures and FEMA/GOHSEP guidelines for PA. Activities include but not limited to document control, budgeting, estimating and scheduling.

Activity	Performance Measures
<p>Coordinate the development of Project Worksheets (PW’s) and versions as required with DOTD, FEMA and the Governor’s Office of Homeland Security and Emergency Preparedness GOHSEP). This may require engineering decisions.</p> <p>Work with the DOTD districts, sections and other agencies to obtain all costs and necessary backup documentation to develop, revise and submit PW’s to GOHSEP and FEMA to be approved, funding obligated and reimbursed.</p> <p>Work with FEMA and the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) to provide additional information needed to process DOTD’s submissions and resolve any issues or questions that relate to PW’s.</p> <p>Prepare and submit Reimbursement Requests to GOHSEP with all necessary documentation for PW’s as work is completed.</p> <p>Request final close out of all PW’s and assist FEMA and GOHSEP with the close out process.</p> <p>Provide audit support and respond to Requests for Information (RFI)</p>	<p>The Consultant will provide a written report to DOTD on the status of the FEMA Public Assistance program. The status report should include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Project Worksheet (PW) development and revisions ▪ PW submissions and approvals ▪ Issues with PW submissions and resolutions ▪ Issues requiring assistance ▪ Amounts awarded to DOTD per P W ▪ Requests For Reimbursement submitted ▪ Estimated and actual costs ▪ Reimbursements received by DOTD ▪ PW closeouts <p>The Consultant will provide comprehensive executive briefings as requested.</p> <p>The Consultant will prepare Cash Management reports on a schedule determined by DOTD to reflect costs (actual and anticipated), amounts paid by DOTD, reimbursement requests and reimbursements received.</p>

<p>Prepare management reports and briefings.</p> <p>Track and maintain current and detailed information and files on the status of all PW's through completion.</p> <p>Other duties that may be needed to aid in the FEMA cost recovery process.</p>	<p>The Consultant will document and provide to DOTD staff, the methods and processes used to track the status of the PW's and the PA program.</p>
--	---

Objective 2: Provide assistance with the Management and Administration of Cost Recovery for DOTD through FHWA's Emergency Relief program and the FHWA Urban System Relief Program. All work must be in accordance with DOTD policies and procedures and FHWA guidelines for ER. Activities include but not limited to document control, budgeting, estimating and scheduling.

Activity	Performance Measures
<p>Coordinate with DOTD Damage Assessment Team Coordinator, ESF 3 Coordinator, other DOTD sections/divisions and FHWA to develop, revise and submit Damage Inspection Reports (DIR's), request authorization and reimbursements. This may require engineering decisions.</p> <p>Prepare for submission to FHWA a Damage Survey Summary Report with required supporting documentation.</p> <p>Prepare for submission to FHWA for approval a Program of Projects.</p> <p>Assist in preparing DIR package for submission to FHWA for funding - DIR's, State Project Numbers and Letters of Authorization.</p> <p>Provide assistance in administering the Urban System FHWA Relief program. This includes education and outreach activities.</p> <p>Track and maintain current and detailed information and files on the status of all DIR's through completion.</p> <p>Other duties that may be needed to aid in the FHWA cost recovery process.</p>	<p>The Consultant will provide a written report to DOTD on the status of FHWA's Emergency Relief program and the Urban System program. The status report should include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Damage Inspection Report (DIR) development and revisions ▪ DIR's process (tracking through completion) ▪ Issues with DIR's and resolutions ▪ Issues requiring assistance ▪ Authorization of DIR's ▪ Estimated and actual costs ▪ Reimbursements received by DOTD <p>The Consultant will provide comprehensive executive briefings as requested.</p> <p>The Consultant will prepare Cash Management reports on a schedule determined by DOTD to reflect costs (actual and anticipated), amounts paid by DOTD, reimbursement requests and reimbursements received.</p> <p>The Consultant will document and provide DOTD staff with the methods and processes used to track the status of the DIR's and the ER programs.</p>

Objective 3: Development of DOTD Management and Administration plans for Federal Highways Emergency Relief and FEMA Public Assistance programs.

Activity	Performance Measures
Develop a written comprehensive plan of procedures and processes for DOTD's management and administration of the FEMA Public Assistance program and FHWA Emergency Relief and Urban Systems Relief programs.	The Consultant will develop and submit a comprehensive plan identifying procedures and processes for the management and administration of the PA, ER and Urban Systems programs for DOTD's review and approval.

1.6 Monitoring Plan

The DOTD Project Manager shall monitor the performance of the contract as follows:

- Review monthly invoices
- Meet monthly to review monthly progress reports

1.7 Substitution of Key Personnel

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

1.8 Project Manager

The Project Manager is **Raymond Murry**.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on November 9, 2009 through November 8, 2010. DOTD has the right to renew the contract for an additional two twelve-month periods **at the proposed rate per year** with the concurrence of the Contractor and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 RFP Coordinator

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

Mr. Edward Wedge, III, P.E.
 Consultant Contract Services Administrator

1201 Capitol Access Road, **Room 405-BB**
 Baton Rouge, LA 70802-4438 or
 Post Office Box 94245
 Baton Rouge, Louisiana 70804-9245
 Telephone: (225) 379-1889
 Fax: (225) 379-1859

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

2.3 Proposer Inquiries

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

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

2.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	September 18, 2009
Deadline for receiving proposer inquiries	September 23, 2009
Issue responses to proposer inquiries	September 28, 2009
Proposal submission deadline	October 19, 2009
Announce Award of “Successful proposer”	October 30, 2009 (on or about)
Contract Execution	November 9, 2009 (on or about)

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 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 *Desired Qualifications of Proposer*

The proposer at the time of submittal should meet the following requirements:

- Comprehensive knowledge of Federal and State emergency/disaster programs, rules and regulations.
- Comprehensive knowledge of the following programs and their established guidelines and requirements.
 - FEMA Public Assistance Program
 - FHWA Emergency Relief Program
 - FHWA Urban System Relief Program
- Demonstrated experience in management and administration of the FEMA and FHWA Public Assistance and Emergency Relief programs.
- Professional and experienced staff available to provide support to DOTD on demand as needed to assist in the management and administration of the FEMA and FHWA programs.

3.4 *Minimum Qualifications of Proposer*

The proposers shall have at the time of submittal a minimum of:

- One Project Manager (Must possess an Engineering or Accounting/Auditing Degree)
- One Business Manager (Must possess an Engineering or Accounting/Auditing Degree)
- Coordinator(s) -FEMA Public Assistance program
- Specialist(s) - FEMA Public Assistance program
- Coordinator(s) - FHWA Emergency Relief programs
- Specialist(s) - FHWA Emergency Relief programs

- Degreed Accountant(s)
- Civil Engineer
- Accounting Specialist(s)
- Technical Support personnel
- Clerical Support personnel

The number of staff needed in each position will be determined at the time of assignment.

3.5 *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.

3.6 *Waiver of Administrative Informalities*

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

3.7 *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.

3.8 *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.

3.9 *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.

3.10 *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.

3.11 *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.

3.12 Cost of Preparing Proposals

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

3.13 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 patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.14 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.

3.15 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) and six copies of the proposal shall be submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive. Name(s) of the Proposer listed, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, if proposer is a corporation.

The proposal shall be identified with the State Project Nos. **737-99-1037 & 737-99-1038** and shall be submitted **prior to 3:00 p.m. CST on October 19, 2009**, by hand delivery or mail addressed to:

Mr. Edward Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-BB**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1889
Fax: (225) 379-1859

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

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

4.2 Cover Letter

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

4.3 Proposal Format

The proposer should submit a proposal as specified in Attachment I which 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 complete 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 Team 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 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.4 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:

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

CATEGORY	HIGHEST POSSIBLE SCORE
1) Cooperate Background & Experience on similar projects	25
2) Proposed Project Staff experience as related to the project	25
3) Approach and Methodology	25
4) Cost	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 Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Successful Proposer

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

6.0 CONSULTANT REQUIREMENTS

6.1 Corporation Requirements

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

6.2 Compensation

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other direct costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 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. Labor charges shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification.

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

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

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

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

6.4 Contract Terms & Conditions

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

6.5 Indemnification

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

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

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

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

ATTACHMENT I PROPOSAL FORMAT

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, email address, 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.
- C. An *organizational chart* displaying overall organizational structure.
- D. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects
- E. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference should include the name and telephone number of a contact person.
- F. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- G. A *Statement that the firm is capable of providing the needed services over the thirty six (36) month project period.*

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-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. (This sentence was already in 3.8.)

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.

5. Cost Information

- A. The proposer shall provide an hourly rate (which includes labor, overhead and profit). The proposer shall provide an estimate of all expenses, including, supplies, equipment, potential travel or lodging, and all other project expenses.
- B. The hourly rates and direct expenses provided should reflect that DOTD is providing three (3) cubicles and one (1) office space with telephone access.
- C. The proposer shall also provide a total cost for the all of the services described in Section 1.2.
- D. If the Proposer expects to be reimbursed for travel, and project related expenses, then, these costs must be included in the Grand total cost (on the price proposal). Any incurred travel cost will be in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49)
- E. 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>Labor Descriptions</i>	<i>Hourly Rate</i>	<i>Total Hours</i>	<i>Total Estimated Costs</i>
Project Manager (Must possess an Engineering or Accounting/Auditing Degree)	\$		\$
Business Manager (Must possess an Engineering or Accounting/Auditing Degree)	\$		\$
Coordinator(s) - FEMA Public Assistance program	\$		\$
Specialist(s) - FEMA Public Assistance program	\$		\$
Coordinator(s) - FHWA Emergency Relief programs	\$		\$
Specialist(s) - FHWA Emergency Relief programs	\$		\$
Degreed Accountant(s)	\$		\$
Civil Engineer	\$		\$
Accounting Specialist(s)	\$		\$
Technical Support	\$		\$
Clerical Support	\$		\$
Total Labor Category Hours/Dollars			\$
Total Estimated Cost (including other direct costs, such as travel)			\$
			\$
			\$

Total Proposed Cost: _____

NOTE: Total hours for comparison and cost calculations, use 1920 hours per staff person per year.

NOTE: If Proposer expects to be reimbursed for travel, and all project expenses, then these costs must be included in the Direct Expenses Proposal on the price proposal.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:

<http://www.state.la.us/osp/travel/travelOffice.htm>.

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 Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, 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

STATE PROJECT NOS. 737-99-1037 & 737-99-1038
PROJECT NAME
STATEWIDE

On this _____ day of _____, 200X, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as “Consultant”, do hereby enter into a Contract under the following terms and conditions.

SCOPE OF SERVICES

Attachment “A” details the Scope of Services.

TERM OF CONTRACT

This Contract shall begin on **XXXXX, 2009**, and shall end on **XXXXX, 2010**, unless modified by an executed supplemental agreement. 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.

DOTD FURNISHED RESOURCES

Mr. Raymond Murry will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant’s responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

TAXES

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

COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Consultant a maximum compensation of **XXXX** per year, renewal through Supplemental Agreement for an additional two twelve month periods at a maximum compensation of Consultant's proposed rate per year under the terms of this contract.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm>.

Payment Terms

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

- *Monthly*

Payment to the Consultant for services rendered shall be made monthly and based on the percentage of completed work less five percent for retainage.

The original and two copies of the invoice reflecting the amount and value of work, accomplished to the date of such submission shall be submitted directly to the **Project Manager, Mr. Raymond Murry**. The invoice must be signed by the Consultant. The invoice shall also show the total of previous payments because of the contract, and the amount due and payable as of the date of the current invoice. The last invoice that is submitted must say "FINAL INVOICE".

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

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

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. 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 of Title 39 of the Louisiana Revised Statutes of 1950 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 have not been appropriated.

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.

INDEMNIFICATION & LIMITATION OF LIABILITY

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 the 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 the DOTD.

Consultant shall indemnify, defend and hold the 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 the 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 the 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, the 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 the 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 the 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.

The 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.

FUND USE

Consultant agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

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 to a 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.

RIGHT TO AUDIT

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.

CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the 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 the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties.

SUB-CONSULTANTS

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

DISCRIMINATION CLAUSE

The contractor 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.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or

damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

Attachment “A”

SCOPE OF SERVICES

The Consultant shall provide assistance and support to DOTD and staff with program administration and management of the FEMA Public Assistance (PA) and the FHWA Emergency Relief (ER) programs for current and future disasters on an as needed basis, to include:

- Provide assistance with the overall Management and Administration of Cost Recovery for DOTD through FEMA’s Public Assistance program.
- Provide assistance with the overall Management and Administration of Cost Recovery for DOTD through FHWA’s Emergency Relief program and the FHWA Urban System Relief Program.
- Development of DOTD Administrative and Management plans for Federal Emergency Relief and assistance programs.
- Prepare briefings and reports as required.

Objective 1: Provide assistance with the Management and Administration of Cost recovery for DOTD through FEMA’s Public Assistance (PA) program. All work must be in accordance with DOTD policies and procedures and FEMA/GOHSEP guidelines for PA. Activities include but not limited to budgeting, estimating and scheduling. document control,

Activity	Performance Measures
<p>Coordinate the development of Project Worksheets (PW’s) and versions as required with DOTD, FEMA and the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP). This may require engineering decisions.</p> <p>Work with the DOTD districts, sections and other agencies to obtain all costs and necessary backup documentation to develop, revise and submit PW’s to GOHSEP and FEMA to be approved, funding obligated and reimbursed.</p> <p>Work with FEMA and the Governor’s Office of Homeland Security and Emergency Preparedness</p>	<p>The Consultant will provide a written report to DOTD on the status of the FEMA Public Assistance program. The status report should include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Project Worksheet (PW) development and revisions ▪ PW submissions and approvals ▪ Issues with PW submissions and resolutions ▪ Issues requiring assistance ▪ Amounts awarded to DOTD per P W ▪ Requests For Reimbursement submitted

<p>(GOHSEP) to provide additional information needed to process DOTD’s submissions and resolve any issues or questions that relate to PW’s.</p> <p>Prepare and submit Reimbursement Requests to GOHSEP with all necessary documentation for PW’s as work is completed.</p> <p>Request final close out of all PW’s and assist FEMA and GOHSEP with the close out process.</p> <p>Provide audit support and respond to Requests for Information (RFI)</p> <p>Prepare management reports and briefings.</p> <p>Track and maintain current and detailed information and files on the status of all PW’s through completion.</p> <p>Other duties that may be needed to aid in the FEMA cost recovery process.</p>	<ul style="list-style-type: none"> ▪ Estimated and actual costs ▪ Reimbursements received by DOTD ▪ PW closeouts <p>The Consultant will provide comprehensive executive briefings as requested.</p> <p>The Consultant will prepare Cash Management reports on a schedule determined by DOTD to reflect costs (actual and anticipated), amounts paid by DOTD, reimbursement requests and reimbursements received.</p> <p>The Consultant will document and provide to DOTD staff, the methods and processes used to track the status of the PW’s and the PA program.</p>
--	---

Objective 2: Provide assistance with the Management and Administration of Cost Recovery for DOTD through FHWA’s Emergency Relief program and the FHWA Urban System Relief Program. All work must be in accordance with DOTD policies and procedures and FHWA guidelines for ER. Activities include but not limited to document control, budgeting, estimating and scheduling.

Activity	Performance Measures
<p>Coordinate with DOTD Damage Assessment Team Coordinator, ESF 3 Coordinator, other DOTD sections/divisions and FHWA to develop, revise and submit Damage Inspection Reports (DIR’s), request authorization and reimbursements. This may require engineering decisions.</p> <p>Prepare for submission to FHWA a Damage Survey Summary Report with required supporting documentation.</p> <p>Prepare for submission to FHWA for approval a Program of Projects.</p>	<p>The Consultant will provide a written report to DOTD on the status of FHWA’s Emergency Relief program and the Urban System program. The status report should include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Damage Inspection Report (DIR) development and revisions ▪ DIR’s process (tracking through completion) ▪ Issues with DIR’s and resolutions ▪ Issues requiring assistance ▪ Authorization of DIR’s ▪ Estimated and actual costs ▪ Reimbursements received by

<p>Assist in preparing DIR package for submission to FHWA for funding - DIR's, State Project Numbers and Letters of Authorization.</p> <p>Provide assistance in administering the Urban System FHWA Relief program. This includes education and outreach activities.</p> <p>Track and maintain current and detailed information and files on the status of all DIR's through completion.</p> <p>Other duties that may be needed to aid in the FHWA cost recovery process.</p>	<p style="text-align: center;">DOTD</p> <p>The Consultant will provide comprehensive executive briefings as requested.</p> <p>The Consultant will prepare Cash Management reports on a schedule determined by DOTD to reflect costs (actual and anticipated), amounts paid by DOTD, reimbursement requests and reimbursements received.</p> <p>The Consultant will document and provide DOTD staff with the methods and processes used to track the status of the DIR's and the ER programs.</p>
---	--

Objective 3: Development of DOTD Management and Administration plans for Federal Highways Emergency Relief and FEMA Public Assistance programs.

Activity	Performance Measures
<p>Develop a written comprehensive plan of procedures and processes for DOTD's management and administration of the FEMA Public Assistance program and FHWA Emergency Relief and Urban Systems Relief programs.</p>	<p>The Consultant will develop and submit a comprehensive plan identifying procedures and processes for the management and administration of the PA, ER and Urban Systems programs for DOTD's review and approval.</p>