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Policy and Procedures

For The Employment of Consultants

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Section 1- Employment of Consultants

Purpose

It is the purpose of this section to prescribe the policy of the South Central Planning and Development Commission (herein referred to as SCPDC) whose employees serve as staff to the Houma Thibodaux Metropolitan Planning Organization (herein referred to as HTMPO) with regard to employment of consultants for research, environmental, and planning projects by (1) a competitive process and (2) a noncompetitive process.

Retaining of Consultants

- A. There are three conditions that shall warrant the retention of consultant services by the Commission.
 1. The magnitude of the work involved in a particular project or study is determined to be so taxing to SCPDC's available work force that it shall be necessary to defer other essential work if SCPDC's staff performs the work.
 2. The work required by a project or study is determined to be of such a specialized nature that SCPDC will be required to go outside its own staff for experts in the appropriate fields to accomplish the work.
 3. The timeframe within which the work must be completed is determined to be such that SCPDC's staff cannot undertake the work and maintain its program schedule.
- B. When it is determined by the CEO, with the recommendation from the HTMPO that consulting services are needed:
 1. The HTMPO Administrator shall submit a recommendation with supportive reason for such services. Identification of such needs may be incorporated into SCPDC's annual "UNIFIED PLANNING WORK PROGRAM" (UPWP) for transportation planning.
 2. The CEO shall decide if the need to use a consultant for individual projects is warranted based upon information provided by the HTMPO staff and the criteria established by Subsection (A) of this Section or as identified in the annual "UNIFIED PLANNING WORK PROGRAM" for transportation planning.
 3. When it is determined by the CEO that there is a need for an outside consultant, a request is submitted to the DOTD Consultant Contract Services

Unit for approval. Upon approval of DOTD, the selection shall be made in accordance with the provisions in Section II, as follows:

Section II - Advertisement; Solicitation List; Response Procedures

- A. A notice of intent to select a firm for performing consultant services and to request responses from qualified firm/teams shall be distributed as follows:
1. Through advertisement in the official journals of the HTMPO, as outlined in the Public Participation Plan. The advertisement for professional services will be published at least twice and a minimum of ten working days for response will be permitted.
 2. By emailing to firms on SCPDC's solicitation list and firms, which to SCPDC's knowledge, have experience in the area of the needed services or have made a request for notification.
 3. By means of the HTMPO's web-site (<http://www.htmppo.org>) or other newspapers, trade journals, and other forms of media which may be appropriate for specialty services, and to insure adequate response.
 4. Notices shall be advertised a minimum of ten working days prior to the deadline for receipt of responses.
 5. If the SCPDC Consultant Evaluation Team deems that the number of responses received is insufficient the project may be re-advertised using additional media or publications in an attempt to solicit additional responses.
 6. SCPDC shall email notices to firms listed on SCPDC's solicitation list for all advertised projects.
 7. The advertisement shall detail all information to be submitted in response to the advertisement. In all cases, a properly completed current DOTD Form No. 24-102 shall be submitted by applicants. Upon request, the CEO shall make the response forms available. If additional information to that provided by the response form is required, it shall be so noted in the advertisement.
 8. The applicant shall transmit the response form, as well as any other required information, to SCPDC prior to the deadline shown in the advertisement. Responses that do not meet the requirements provided for in this Section shall not be considered. SCPDC shall consider false or misrepresented information furnished in response to the advertisement as grounds for rejection.
 9. There shall be no advertisement when noncompetitive selection is required.

Audit Requirements

1. Any consulting firm doing business with SCPDC shall maintain records and accounts that will properly document the expenditure on all monies paid under the terms of the contract for a period of five (5) years from the completion of the services required by the contract. The consultant shall permit the authorized representative of SCPDC, the Louisiana Department of Transportation and Development, the State Legislative Auditor, State Office of the Inspector General, and the U.S. Department of Transportation to inspect and audit all data and records relating to this performance under the contract until the expiration of five (5) years after final payment under the contract.
2. Negotiated contracts may require a pre-award audit. Post audits may also be required. Pre-determined contracts may be audited during the course of the contract, or within five (5) years of final contract payment.
3. Any consultant doing business with SCPDC shall be required to adhere to the procedures set forth in DOTD's Consultant Contract Service Manual for the following: (1) fee computation and (2) summary of operating costs expressed as a percentage of direct payroll (indirect rate). These items shall be submitted to SCPDC for review and approval prior to contract execution.
4. Any consultant doing business with SCPDC shall be required to execute the following: (1) Standard Certification of Restrictions on Lobbying and (2) Standard Third Party Contractor Certification Regarding Debarment, Suspension and Other Responsibility Matters. Copies may be obtained from SCPDC's CEO and shall be incorporated into the contract document.
5. Contracts entered into with SCPDC may specify a minimum personnel requirement that the consultant will be expected to meet and maintain. For planning contracts, this relationship shall be based on the total of the estimated planning, supervision/ and principal work-hours expressed in all salary classifications, or as identified in the Contract Pricing Proposal (OMB Form 29-R0184). SCPDC will monitor this relationship by means of the consultant's progress schedules, invoices, or audits.

Compliance with Civil Rights

- A. SCPDC personnel when selecting consultants who are doing business with SCPDC shall comply with Title VI of the Civil Rights Act of 1964/ as amended/ to provide that no person in the United States shall on the basis of race/ color, sex or national origin, be excluded from participation in any program or activity receiving federal financial assistance.
- B. As prescribed in Title 49/ Part 23 of the Code of Federal Regulations, SCPDC shall ensure that maximum opportunity is afforded to disadvantaged and women-owned business enterprises to compete for and participate in consultant contracts.

Requirements of Consultants

- A. A consultant firm shall meet the following requirements to be considered for planning, environmental, or research work with SCPDC:
 - 1. At least one of the principals of the firm shall be professionally competent in the field or fields of expertise required for the project.
 - 2. At least one principal or responsible member of the firm shall have had a minimum of five (5) years experience in responsible charge of or major expertise in the field or fields involved.
 - 3. Additional requirements or considerations for consultants for planning, environmental or research studies are as follows:
 - a. Special qualifications to meet particular project or study needs may be established by SCPDC. These qualifications shall be published in the advertisement for consultant services, if established.
 - b. A minimum personnel requirement shall be published in the advertisement for consultant services where appropriate.
 - c. SCPDC will not consider joint ventures for consulting services, except in rare cases and only after written justification.
 - d. Sub-consultants providing services to SCPDC are bound by the requirements for consultants. Sub-consultants must demonstrate that qualified personnel are in charge. All sub-consultants are subject to SCPDC approval, either at the time of selection or thereafter

Disqualification of Firms from the Selection Process

- A. Firms may be disqualified from being selected for new work when such firm has received a letter stating that the firm is twenty-five percent (25%) behind the approved time schedule for completion of any phase of an existing contract with SCPDC or DOTD.
- B. Firms may be disqualified when a firm has a record of unsatisfactory performance for SCPDC or other state or federally funded projects.

Section III - Selection Procedure; SCPDC Consultant Evaluation TEAM; Evaluation Criteria

A **team** consisting of three SCPDC personnel shall evaluate the qualifications of the responding consultant firms and report the results of the evaluation to the HTMPO Policy Committee chairman for all projects. These personnel will include the SCPDC CEO, HTMPO Administrator, and one other member of the HTMPO staff. In addition, other staff as determined by the CEO may be called for informational purposes. If FHWA funds are to be used to fund the project, a representative from the appropriate DOTD Section (Planning or Environmental) will be invited to participate in the evaluation.

In addition, the team will include an ex-officio (non-grader) to address issues from the consultants. The ex-officio member will be a non-grading member of the HTMPO staff. Consulting firms are not to communicate directly with any of the graders once the project is advertised.

Non-Competitive Negotiation Selections

- A. In special and rare circumstances, non-competitive selection may be utilized. These circumstances include, but are not limited to:
 - 1. Specialty contracts where the necessary expertise is available only from one or a few sources.
 - 2. The extension of services of the original consultant required on a project for which the contract has been satisfactorily completed and closed out at an earlier date.
 - 3. Contracts requiring immediate action.

- B. The CEO, after ascertaining the need for a noncompetitive selection, shall request approval from the Policy Committee to engage a specific firm to perform the required services. The request shall be in written form containing the following information:
1. The justification for a non-competitive selection.
 2. The name of the recommended firm and the reason for their recommendation.
 3. The type of contract recommended.
 4. The appropriate cost.

For federal aid projects, the noncompetitive selection shall be submitted to the appropriate federal agency and to DOTD for approval at an early stage.

Competitive Selection

- A. 1. Upon termination of the deadline for receipt of responses, the SCPDC Consultant Evaluation Team shall confer and evaluate said responses. A point based rating system based upon the evaluation criteria and weighting factors provided for in this Section shall be used by the team in its evaluation. Interviews may be used as necessary for evaluation. If interviews are a requirement, the advertisement shall so state.
2. The SCPDC Consultant Evaluation Team shall prepare a list of all firms responding to the request for qualifications, including a list of the three (3) highest rated firms as per the **"Requirements for Consultants"**(Page 6) and Section #B. 1. **"The general criteria and weighting factors"** found on Page 9.

The three (3) highest rated firms will be presented to the Policy Committee for review and approval in the order ranked, highest to lowest. The HTMPO Policy Committee will then authorize staff to commence negotiations with the firm deemed most qualified as demonstrated by receiving the highest ranking. Upon successful completion of negotiations all responding firms will be notified of the selection.

If the highest ranked firm is for some reason unable to comply with the proposed terms of the contract or agree upon a fair and reasonable price for their services staff will notify the HTMPO Policy Committee and request authorization to engage the next highest ranked firm in negotiations. If the staff is be unable to come to terms with that firm, they will move to the third in a similar fashion. If in the end staff is unable to successfully contract with any of the three highest

ranked firms, they would then be required to open up their selection criteria to more firms.

3. The SCPDC Consultant Evaluation Team will not consider recommendations by others in their evaluation of the firm's qualifications. Other SCPDC personnel may assist the team. On those projects for which partial or full funding is supplied by others, SCPDC may consider recommendations by the entity supplying the funds. This recommendation must be for a firm on the short list. The recommendation is not binding to SCPDC.
- B. 1. The general criteria and weighting factors to be used by the SCPDC Consultant Evaluation Team in evaluating responses to requests for consultant services are as follows:
 - a. Firms experience on similar projects, weighting factor of three;
 - b. Personnel experience on similar projects, weighting factor of four;
 - c. Past performance on SCPDC projects, weighting factor of six;
 - d. Current workload, weighting factor of five;
 - e. Firm size as related to project magnitude weighting factor of three;
 - f. Location where work will be performed weighting factor of four;
 - g. Any special evaluation criteria specified in the advertisement required to meet particular project needs;

Local preference will not be utilized as a criterion in awarding federally funded contracts.
 2. These weighting factors are used for planning services selections. For other types of services or for special project requirements, the weighting factors may be varied based on the specific project requirements. Weighing factors to be used for each project will be stated in the project's advertisement.
 3. The written record produced during the evaluation and selection processes are subject to the Public Records Act, R.S,44: 1 et seq.
- C. 1 The SCPDC Consultant Evaluation Team shall compile a short list of the three highest ranked consulting firms and recommend the No.1 ranked firm to the HTMPO Policy Committee.

In the event the Policy Committee selects another firm from the short list other than the No.1 ranked firm, the reason for this decision will be explained in writing

and included in the consultant selection documentation materials submitted to DOTD Consultant Contract Services Administrator.

- 2 All selection documentations and other relevant materials shall be submitted to the Consultant Contract Administrator for final approval by DOTD prior to contract negotiations and execution of the contract with the consultant.
- 3 A copy of the executed contract should be submitted to DOTD Consultant Contract Services Unit for DOTD records.

Contract Types

- A. SCPDC shall utilize either cost plus fixed fee with a maximum limitation, cost per unit of work, specific rates of compensation, or lump sum contracts for either competitive or noncompetitive selections. The fee shall either be negotiated or predetermined. In general, negotiated cost plus fixed fee contracts are used for larger projects with more complex and difficult to determine scopes of services, and pre-determined lump sum fee contracts are used for smaller projects with easier to determine scopes of services. An independent cost analysis will be made before receiving cost proposals from the consultant to determine the reasonableness of the proposed contract price. The analysis will be retained along with other project records and documentation.
- B. Procedures for utilizing negotiated lump sum fee, cost per unit of work, specific rates of compensation, or cost plus fixed fee with maximum limitation contracts shall be as follows:
 1. Advertisement shall include, but not be limited to the following:
 - a. Length and description of project.
 - b. Services required.
 - c. Material or information to be furnished by SCPDC.
 - d. General information and an outline of the selection process including the criteria/categories used to evaluate the responses and the weighting factors for each.
 2. After the Policy Committee has chosen a consulting firm, such firm shall be invited to submit a proposal within a time limit. The staff of SCPDC shall analyze this proposal and a pre-award audit may be obtained. If FHWA funds are used, DOTD will be invited to participate in review of the proposal.

3. The review personnel shall negotiate any differences between the work-hour estimates of SCPDC and the consultant firm. Should attempts at an agreement between SCPDC and the consultant be unsuccessful, negotiations shall be terminated and another firm recommended. This process will continue until agreement is reached with a firm/team. **The negotiation process shall not last more than 21 business days.**
 4. Compensation will be based on the negotiated work-hours, the consultant's audited salary and overhead rates subject to maximums, the designated contingency percentage and the computed fixed fee. SCPDC's standard fixed fee computation is identical to that utilized by DOTD and includes consideration for overall contract amount and magnitude of the firms' overhead rate.
 5. The contract will be executed following agreement on the required work effort. The firm shall have ten business days from the date of mailing to execute and return the contract to the department. Should the firm/team fail to execute the contract, SCPDC may either select another firm/team from the original respondents or republish the notice of intent.
- C. Procedures for utilizing non-negotiated predetermined lump sum fee, cost per unit of work, specific rates of compensation, or cost plus fixed fee with a maximum limitation shall be as follows:
1. Advertisement as required shall include, but not be limited to the following:
 - a. Length and description of project.
 - b. Services required.
 - c. Material or information to be furnished by SCPDC.
 - d. Compensation by phase of work.
 - e. General information, including an outline of the selection process, including the criteria/categories used to evaluate the responses and the weighting factors for each.
 2. Compensation shall be determined by using SCPDC's work-hour estimates, the latest average of applicable rates and the latest average overhead together with a contingency, where appropriate, and profit computed in accordance with SCPDC's standard procedure. These compensations shall not be subject to further negotiation.

3. Upon notification of selection, the selected firm shall have ten days from such notice to execute the contract. If the firm fails to execute the contract, SCPDC shall select another firm from the original respondents.

SECTION IV – RULES OF CONTACT

These rules are designed to promote a fair, unbiased, legally defensible selection process. The SCPDC is the single source of information regarding the Contract selection. The following rules of contact will apply during the Contract selection process and will commence on the date of advertisement and cease at the contract execution by the selected firm. Contact includes face-to-face, telephone, facsimile, Electronic-mail (Email), or formal written communications. Any contact determined to be improper, at the sole discretion of the SCPDC, may result in the rejection of the submittal:

- A. The Consultant shall correspond with the SCPDC regarding this advertisement only through the SCPDC Ex-Officio (non-grader) team member and mentioned in Section III;
- B. The Consultant, nor any other party on behalf of the Consultant, shall not contact any SCPDC employees, including but not limited to, department heads; members on the evaluation teams; and any official who may participate in the decision to award the contract resulting from this advertisement except through the process identified above. SCPDC sponsored one-on-one meetings;
- C. Any communication determined to be improper, at the sole discretion of the SCPDC, may result in the rejection of submittal, at the sole discretion of SCPDC;
- D. Any official information regarding the project will be disseminated from the SCPDC's designated representative on the SCPDC website. Any official correspondence will be in writing;
- E. The SCPDC will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

SECTION V – CERTIFICATION

1. All members of the SCPDC Consultant Evaluation team shall strictly adhere to and follow the Consultant Evaluation Team Code of Conduct and certify to this effect for each project selection.
2. The SCPDC CEO shall notify the DOTD Consultant Contract Services Administrator of and changes in the names or position of personnel serving on the SCPDC Consultant Evaluation Team.

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Consultant Evaluation Team Code of Conduct

No member of the Consultant Evaluation Team shall participate in Evaluation/Selection of a consultant if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- i) The member
- ii) Any member of his/her immediate family
- iii) His or her business partner, or
- iv) An organization that employs, or is about to employ any of the above.

Has a financial or other interest in the form selected for award. The members will not, directly or indirectly, accept, receive, seek, or solicit anything of value as a gift, loan, gratuity, or favor from any person, firm, or any officer of the firm seeking to obtain contractual or other business or financial relationships with or through SCPDC, with the exception of unsolicited promotional items of nominal intrinsic value with no substantial resale value. To the extent permitted by State laws and regulations, violations of such standards by the team members will result in disciplinary action.

SCPDC Consultant Evaluation Team Members:

Kevin Belanger, CEO

Leonard Marretta, HTMPO Administrator

Joshua Manning, Transportation Planner

Julie Boudreaux, CAO (Ex-Officio)