

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 701-65-0760
F.A.P. No. STP-9906 (521)
Computer Aided Design & Drafting (CADD) Training

November 17, 2006

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information	Section 1.0	3-8
Administrative Information	Section 2.0	8-9
Proposal Information	Section 3.0	9-12
Response Instructions	Section 4.0	12-13
Evaluation and Selection	Section 5.0	13-14
Proposer Requirements	Section 6.0	14-16
Proposal Format	Attachment I	17
Price Proposal	Attachment II	20
Certification Statement	Attachment III	21
Sample Consulting Services Contract	Attachment IV	22-25

1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested in providing Computer Aided Design & Drafting (CADD), training for DOTD employees and others. One Prime-Consultant (Consultant) will be selected for this contract.

DOTD desires to improve the CADD skills and abilities of its staff engaged in major transportation and infrastructure projects. As part of this effort, DOTD is seeking to provide a comprehensive training program to select DOTD staff and others.

1.1 Scope of Services

- A. General. The Consultant will deliver materials for a number of CADD training courses incorporating a classroom hands-on practice.
- B. The Consultant will deliver additional classes of each course at the option of DOTD.

Specific Tasks: Specific tasks include, but are not limited to the following:

- (1) Learning Objectives: The Consultant will provide training on-site that will prepare students for job related tasks utilizing CADD programs.
- (2) The training curriculum will cover CADD courses for current versions used by DOTD, including but not limited to:
 - (a) Applying MicroStation, Levels I, II, & III
 - (b) MicroStation 3-D
 - (c) MicroStation Update
 - (d) Applying InRoads
 - (e) Advanced InRoads
 - (f) Upgrading to InRoads 8.7
 - (g) Applying InRoads Storm and Sanitary
 - (h) Applying InRoads Survey
 - (i) I/RAS B Fundamentals (Binary Raster) 8.5
 - (j) I/RAS C (Continuous Tone Raster) 8.8
 - (k) Applying LA DOTD CADD Standards

- (1) ProjectWise Fundamentals
- (3) The Consultant will furnish all training materials, license, computer labs, instructor equipment, visual aides, handouts, surveys, tests, etc. The Consultant will be responsible for all instructor travel and lodging arrangements. DOTD will manage attendance and student registration.
- (4) The Consultant will provide a minimum of one qualified instructor in the room at all times. The Consultant will provide each student unrestricted access to a computer.
- (5) The curriculum should be based on existing commercially available public course offerings, adapted and extended as appropriate to include DOTD specific processes and case study examples.
- (6) The curriculum for the DOTD staff will consist of a series of one to five day workshops.
- (7) Concepts, tools and techniques which are presented in each course should be reinforced through demonstrations and structured exercises, based where possible on DOTD examples and case studies. In each course, DOTD staff should be given the opportunity to apply concepts, tools and techniques taught to actual project experiences or scenarios based on typical DOTD projects.

1.2 Courses

Overview of Courses:

MicroStation, Level I - A four-day course for the student who has knowledge of Microsoft Windows and needs to learn the basic concepts of CADD.

- **Description:** The Course should be designed to teach the basic concepts of the MicroStation program interface, 2D-File creation, and design file editing. The Course should also include: the fundamental concepts of the basic program, settings, and configurations; creating and manipulating basic 2D design files; and the system's capability to analyze the drawing.
- **MicroStation, Level II** – A four day course that builds on the concepts and skills obtained in Level I.
 - **Description:** The course should be designed to teach the essential concepts necessary to become a more proficient user of the MicroStation program utilities and commands. The Course should include: the essential commands and features; the advantages of creating elements with associate capabilities; new complex design elements; new concepts which can be used to improve the editing process; control over element manipulation using new precision editing features;

specialized selection techniques; annotation and specialized text placement tools; and how to enhance the design using concepts of patterning, dimensioning, and symbol creation.

- **MicroStation, Level III** - A four day course that builds on the concepts and skills obtained by the student in Levels I and II. After completion of Level III, the student will have developed an understanding of the program interface and will have the overall knowledge to exercise a greater control over the program.
 - The course should be designed to help improve the user's ability to operate the program more effectively. The Course should include: how to control features of the program to produce drawings with greater efficiency; increase productivity by using specialized search filters to improve the editing process; how to recognize erroneous settings and viewing controls which can cause design file problems; troubleshooting errors and settings found in some design files; how to take advantage of settings in external resource files; how to export and import numeric data from a design file; and multi-level drawing management.
- **MicroStation 3D** – A three day course about how to view, create, manipulate and modify elements.
 - **Description:** The course should cover the following: 3D Commands; hidden line, surfacing and the auxiliary coordinate system used to create and maintain 3D design files.
- **MicroStation Update** – A two day course designed to introduce the student to a general overview of the MicroStation program changes.
 - **Description:** The course should include exposure to the new concepts and command features of the MicroStation program changes.
- **Applying InRoads** – A four day course that teaches design and evaluation of transportation corridors and other large scale projects.
 - **Description:** Topics covered in this course should include: modeling existing topography; defining horizontal alignments; profiles and vertical alignments; design grade layout; template creation; roadway designer; cut/fill tables; cross sections and volumes; reports; plan and profile generator; and site design.
- **Advanced InRoads** – A four day course that focuses on utilizing some of the more complex road and site design functions of InRoads. Designed for Engineers and Designers with previous InRoads experience.
 - **Description:** This course should focus on utilizing some of the more complex road and site design functions contained in these applications. Topics covered in this course should include: alternative methods of defining and displaying

alignments; corridor modeling; modeling proposed DTM's and cross sections and profiles. Example design problems that illustrate the topics covered in the course should be completed by the students.

- **Upgrading to InRoads 8.7** – A two day course that focuses on upgrades from InRoads 8.5 to 8.7. This course is designed for Engineers and Designers with previous InRoads experience.
 - **Description:** This course should cover the following: INI to XIN; template creation; roadway designer; and other changes that affect the look and feel of InRoads.
- **Applying InRoads Storm & Sanitary** – A three day course on project storm drainage and/or sanitary sewer design.
 - **Description:** This course should cover design parameters/project setup; digital terrain models; drainage and sanitary sewer network layout/design; drainage quantities; sanitary zoning/peaking factors; modeling existing systems; reports; hydrographic profiles.
- **Applying InRoads Survey** – A three day course on the features and applications of Applying InRoads Survey.
 - **Description:** The course should cover the following: project set-up and feature coding; how to import data and save survey data; correct field book code errors; point observations and station entries; create new features/add codes to features; create a digital terrain model; correct surface problems; transform data; save files; load/use geometry and generate reports.
- **IRAS B Fundamentals 8.5** – A two day course designed for operators who have a general knowledge of MicroStation and are interested in binary raster data manipulation.
 - **Description:** This course should present an overview of the product setup and I/RAS B file information, although the major emphasis is in the area of raster data manipulation. Binary raster files should be loaded in the MicroStation environment and the student should perform several edit and design functions, including introducing new data, cleaning up existing data, and warping the scanned image.
- **IRAS C Fundamentals 8.8** – A two day course designed for operators who have a general knowledge of MicroStation and are interested in continuous tone raster data manipulation.
 - **Description:** This course should present an overview of the product setup and I/RAS C file information, although the major emphasis is in the area of raster data

manipulation. Continuous tone raster files should be loaded in the MicroStation environment and the student should perform several edit and design functions, including introducing new data, cleaning up existing data, and warping the scanned image.

- **Applying DOTD CADD Standards** – A one day course that provides instruction in the use of DOTD CADD Standards and functionality of standards management software.
 - **Description:** Includes instruction in the operation of Altiva ControlCAD CADconform for MicroStation (DGNconform), Control CADD Indexer, and MicroStation workspaces in the LA DOTD environment.
- **Project Wise Fundamentals** – A one day course that provides instruction in the fundamentals of operating ProjectWise and managing drawings in the DOTD ProjectWise Environment.
 - **Description:** Covers basic ProjectWise functionality and settings and the use of DOTD environments, interfaces, workflows and project templates. Also includes how to load files into ProjectWise and resolve reference files. May require hands-on operation in the DOTD environment via remote control.

1.3 Task Details

A. Task 1 – Pre-Delivery Meeting

- (1) This task involves the Consultant meeting with DOTD staff to develop a plan of delivery for the aforementioned workshops. Course topics will be reviewed and if necessary, revised at that time.

B. Task 2 – Delivery of CADD/GISCourses

- (1) This task involves the Consultant conducting the courses. The courses will be delivered in a fully equipped classroom (computer lab) with adequate workspace, materials and equipment for each student. The computer lab will be located at the Consultant's place of business.

C. The Consultant is expected to complete Task 1 within 30 days of the date DOTD issues the Notification to Proceed.

1.4 DOTD (LTRC/TTEC) Responsibilities

The DOTD will provide the following services and facilities:

- A. Make all arrangements for the announcement of the course and the selection of students to attend the courses, and advise students regarding their admission and details pertaining to course schedule, dates, arrangements, and accommodations.

B. Prepare a roster of names and titles of students accepted for admission to the courses.

1.5 Project Deliverables

The Consultant will deliver to DOTD all completed course rosters indicating/verifying course attendance and all evaluations completed by the students. In addition, the consultant will provide certificates to each student awarding Continuing Education Units (CEU's).

1.6 Project Manager

The DOTD Project Manager is Mrs. Treba Patin; she may be reached at (225) 767-9155.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **February 1, 2007** and to continue through **January 31, 2007**. **DOTD reserves the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.**

2.2 RFP Coordinator

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

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

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand> <http://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 will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

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

2.4 Notice of Intent to Submit

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

2.6 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	November 17, 2006
Deadline for written notification of intent to submit	November 27, 2006
Deadline for receiving proposer inquiries	December 1, 2006
Issue responses to proposer inquiries	December 8, 2006
Proposal submission deadline	December 18, 2006
Announce Award of "Successful proposer"	January 10, 2007
Contract execution	February 1, 2007

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

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

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

3.2 Determination of Responsibility

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

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

3.3 Qualifications of Proposer

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

The proposer must have previous documented experience in the delivery of CADD training for state departments of transportation, other government public works and capital program delivery agencies, or construction management and engineering services firms.

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

3.4 Revisions to the RFP

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

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection

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

3.7 Withdrawal and Re-submission of Proposal

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

3.8 Subcontracting Information

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

arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

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

3.9 Ownership of Proposal

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

3.10 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

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

3.12 Errors and Omissions in Proposal

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

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 will become part of any contract initiated by DOTD.

The selected proposer will be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard

contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

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

3.14 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

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

The proposal will be identified with the State Project No. **701-65-0760** and will be submitted **prior to 3:00 p.m. CST on December 18, 2006**, by hand delivery or mail addressed to:

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

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

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

4.2 Cover Letter

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

4.3 Proposal Format

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

4.4 Price Proposal

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

5.2 Administrative and Mandatory Screening

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

5.3 Evaluation and Review

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

Unit prices for delivery of all courses will be added to determine a total proposal price. The proposer with the lowest total price will receive 30 points. Other proposers will receive a price score computed as follows:

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

CATEGORY	HIGHEST POSSIBLE SCORE
1) Firm experience on similar projects	30
2) Proposed trainers experience as related to course training	25
3) Consultant's proposed work plan & approach to Tasks	15
4) Price	30
Total	100

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

5.4 Announcement of Successful Proposer

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

6.0 CONSULTANT REQUIREMENTS

6.1 Corporation Requirements

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

6.2 Compensation

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed price by the Consultant for all services for a period of one year, 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 invoice directly proportional to the number of courses delivered. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice should be submitted directly to the Project Manager, **Mrs. Treba Patin**. The invoice shall show the total amount due and payable as of the date of the current invoice.

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

6.4 Contract Terms & Conditions

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

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

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

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

part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

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

ATTACHMENT I PROPOSAL FORMAT

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 will be resolved during contract negotiations, the intent of the provisions will 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). The firm's experience must indicate:
 - (1) Experience of the firm in the delivery of CADD & GIS training for state departments of transportation, other government public works and capital program delivery agencies, and/or construction management and engineering services firms.
- B. The proposer must also provide three (3) references for which work substantially similar to the proposed statement of work has been performed.
 - (1) It is preferred that references be from state departments of transportation, other government public works and capital program delivery agencies, and/or construction management and engineering services firms.
 - (2) 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 will 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.

- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified (Project Manager, Instructor, etc.) and indicating their previous experience with the delivery of CADD/GIS training.
- C. Consultant will only use those instructors listed in the proposal for any classes. If the Consultant is faced with unusual and compelling reasons beyond his control forcing use of substitute instructors not listed, the Consultant may submit a written request for approval of substitute instructors to the DOTD Project Manager, who will review the request and approve/disapprove as appropriate. Resumes for the substitute instructors must be included with the substitution request. If in the sole opinion of the DOTD Project Manager the request lacks merit and he subsequently denies the request, and the Consultant fails to deliver the courses for lack of instructors, the Consultant will be held responsible for failing to complete the contract.
- D. A preference will be given for proposed staff that has previous documented project experience in the delivery of CADD/GIS training for state departments of transportation, other government public works and capital program delivery agencies, and construction management and/or engineering services firms.

4. Approach and Methodology

Proposers should provide:

- A. Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- B. The proposer should provide a work plan illustrating how project activities will be performed within the requested timeframes for Tasks number 1 and 2, (Section 1.3).
- C. The proposer should address proposed staff loadings for each of the Tasks, and highlight any critical assumptions underlying the technical aspects of their proposal.
- D. Proposers should define their functional approach in identifying the Tasks necessary to meet requirements.
- E. Provide a proposed Project Work Plan that reflects the approach and methodology, Tasks and services to be performed, deliverables, timetables, and staffing.

5. Cost Information

- A. The proposer shall provide a unit price for the delivery of each course. Course delivery unit prices shall be used by DOTD. Unit prices shall be inclusive of all costs including travel, supplies, equipment, visual aids, handouts, surveys, tests, and all other project expenses. The proposer should use Attachment II to submit pricing information.

- B. 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.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT II - PRICE PROPOSAL

I/We propose to furnish all course designers, developers, and trainers; training materials; instructor equipment; visual aides; handouts; surveys; tests; travel; and all incidentals necessary to deliver each training course, as outlined in this RFP, for the sum of:

Course No.	Price for Course Design and Development/Each Class
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
Total Price	\$

NOTE: All expenses, including travel related expenses, shall be included in the price for course delivery.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT III
CERTIFICATION STATEMENT

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

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

(Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

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

C. US Mail Address: _____

D. Telephone Number: _____

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

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

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer quote is valid for at least one year from the date of Consultant's signature below;
- (5) Proposer understands that if selected as the successful Consultant, he/she will have (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV
SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 701-65-0760
SAFETY PUBLIC INFORMATION CAMPAIGN
STATEWIDE

Be it known, that on this _____ day of _____, 2006, the Louisiana Department of Transportation and Development (hereinafter sometimes referred to as "**DOTD**") and ***** , hereinafter sometimes referred to as "Consultant" do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

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

COMPENSATION

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

PAYMENT

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

The monthly invoice should be submitted directly to the Project Manager, **Mrs. Treba Patin**. The invoice shall show the total amount due and payable as of the date of the current invoice.

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

TAXES

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

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

REMEDIES FOR DEFAULT

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

OWNERSHIP

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

NONASSIGNABILITY

No Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

AUDITORS

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

COST RECORDS

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

TERM OF CONTRACT

This contract shall begin on ***** and shall terminate on *****, unless modified by a fully executed supplemental contract. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual Review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

DISCRIMINATION CLAUSE

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

ORDER OF PRECEDENCE CLAUSE

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

ENTIRE AGREEMENT CLAUSE

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

