

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 700-99-0417
F.A.P. No. DBE-9906(557)
Disadvantaged Business Enterprises (DBE)
Supportive Services
Statewide

JULY 20, 2007

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1.0. GENERAL INFORMATION

1.1 Purpose

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified Consultants for the purpose of issuing a contract for assistance to Disadvantage Business Enterprises (DBE). 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

The slow recovery from Hurricane Katrina and Rita impacted the certified Disadvantaged Business Enterprise (DBE) business community. With the Statewide Emergency Support Service Center, improvements were made and tremendous success in the award of contracts to DBE's both as prime and sub-contractors was experienced. Even though we are no longer impacted by the storm, many DBE's require on-going assistance in the area of business management, marketing, bidding, bonding and financing, to name a few. In order to continue the level of services provided to the DBE communities as required by Title 49 Code of Federal Regulations, Part 26, a supportive services contract remains critical to increasing the capabilities of DBE's within DOTD. The Supportive Services Office must be centrally located as to provide hands-on assistance to DBE's statewide.

1.3 Scope of Services

The selected Consultant shall be required to perform the following services identified to address key impediments and to increase both the capacity and capabilities of our DBE firms:

Deficient Areas of Specialization – Actively recruit and assist potential DBE firms for program participation. The firms to be recruited shall be primarily involved in areas identified as deficient field of specialty in the transportation industry. These include, but are not limited to, reinforcing steel, striping, drainage, concrete paving, asphaltic pavement, base course, and pavement patching.

Business Management – As a result of the assessment of needed DBE services, a back office support initiative will be developed to address the deficiencies identified in the DBE community in areas such as scheduling, invoicing and accounts receivable/payable. This area is the core component to success, and our firms should be provided with the necessary web based programs and tools to streamline and support their business management operations in an effective and efficient manner.

Technical Assistance – Based on a previous assessment of our DBE firms, the findings identified several key factors that were impeding the growth and participation of our firms' in the transportation industry. In an effort to strengthen and enhance the firms ability to bid and estimate projects, specialized technical assistance should be provided. This would include intensive one-on-one assistance in plan reading, quantity take-offs, unit prices, overhead costs, bidding and estimating skills.

On January 1, 2008, DOTD will be requiring on-line bid submission for construction projects. Our assessment revealed that several of the DBE firms are not prepared to participate in on-line bidding process due to a lack of computer technology capabilities. Classes will be offered to assist with increasing their capabilities and other tutorials of the on-line bidding process.

Training Series – Based on the needs identified in the assessment, workshops and training sessions will be conducted to address specific areas where weaknesses have been noted. Through on-line and classroom training, together with individual access to DOTD consultants and respected professionals, the DBE/SS program will focus on educating participants by developing and delivering a training program to provide practical information and insight on various topics ranging from general business development to technical management.

- General Business Development – Understanding of general business principles and training in the latest techniques will allow DBE firms to be more competitive in pursuing contract opportunities and more efficient in performing construction related projects.
- Finance – Maintaining complete and accurate financial/accounting records is a necessity for DBE firms pursuing project financing and/or bonding.
- Technical Management – Staying abreast of emerging technology and advances in computer technology will help DBE firms to manage their operations more effectively and to complete projects more timely and efficiently.
- Business Law – Basic knowledge of the legal rights and remedies available to DBE firms is important when doing business in the complex field of construction.

Topics to be included in the training series should include, but are not limited to the following:

Marketing Development
Estimating and Bidding
Negotiation
Planning and Project Safety
Procurement
Business Plans
Bonding and Finance
Cost Management, Project Cash Flow Analysis
Accounting and Cash Flow Management
Emerging Technology
Software Packages and Tools
Plan Reading
Business Law
Contracts and Documentation
Claims

Business Opportunity Workplace Development (BOWD) Initiative – The intent of this initiative is to increase participation in and stabilize performance of underutilized and emerging businesses that are currently performing or have the potential to perform on State transportation projects. With the approval and assistance of the Compliance Programs Section, ten (10) DBE firms will be identified and encouraged to participate in this program.

The firms participating in this BOWD initiative will receive the following:

- Partnering Assistance
- Bonding Resources and Assistance
- Technical Training in identified areas of deficiency
- Business Management training in identified areas of deficiency

The training provided will be individually structured and may include training in a classroom approach setting.

On-going Support Services – Individual DBE firm profiles and capabilities summaries will be developed and placed on-line and accessible to the public. This information must be provided, maintained and updated. All programs and software will be the property of DOTD and shall be transferred to DOTD at contract completion.

Assist in the planning, design and production of a one-day DBE Business Conference to bring DBE firms, contractors, governmental agencies and other entities together to discuss opportunities and improvements to the DBE Program. This conference is to be conducted in the spring of 2008. An assessment of the conference will be generated using information gathered from the participants.

1.4 Performance Goals and Measures

Objective 1: To increase the number of DBE firms participating on DOTD contracts.

Activity	Performance Measure
To recruit new DBE firms in deficient areas of specialization.	By March 31, 2008, recruit and assist 10 new DBE firms who specialize in the areas of reinforcing steel, concrete pavement, asphaltic pavement, striping, drainage and base course.

Objective 2: Provide business management assistance to DBE firms to enhance productivity and efficiency of firms operations.

Activity	Performance Measure
Provide business management assistance for certified DBE firms.	At least 130 DBE firms identified with business management deficiencies shall have established standard business procedures and processes by June 30, 2008. These procedures are basic bookkeeping skills including scheduling, invoices and accounts receivable/payable.

Objective 3: Provide technical assistance to DBE firms to increase the likelihood of success on DOTD contracts.

Activity	Performance Measure
To provide bidding, estimating and contract negotiation assistance to DBE firms.	<p>At least 130 DBE firms identified as having bidding and estimating deficiencies shall be provided technical assistance in preparing and submitting bids/quotes to prime contractors or DOTD by June 30, 2008.</p> <p>At least 65 firms receiving assistance shall be independently capable of preparing and submitting of bids and quotes by July 31, 2008.</p>
Provide necessary assistance to increase the number of subcontractors bidding and receiving prime contracts.	At least 10 DBE subcontractors shall bid and be awarded prime contracts by July 31, 2008
<p>To develop business development assistance for DBE firms.</p> <p>Develop criteria and assist DBE firms with entering into joint venture partnering agreements with other certified firms and/or prime contractors.</p>	<p>All certified DBE firms shall receive targeted bid notifications via mail, fax or telephone at least twice monthly.</p> <p>By July 31, 2008, at least six joint venture partnering agreements shall be executed on DOTD prime contracts.</p>

Objective 4: Develop and conduct specialized training programs to assist DBE firms to increase participation on LA DOTD projects.

Activity	Performance Measure
<p>Develop and conduct workshops, seminars and training sessions to address DBE firm deficiencies which include estimating, bidding, bonding resources, accounting, negotiations skills and scheduling.</p>	<p>DBE firms identified as having training needs shall attend seminars and complete training in their respective areas of deficiency.</p> <p>At least two training programs, seminars and/or workshops shall be planned and executed every month for DBE firms. These training venues shall focus on the topics identified in the activity portion of this objective. Locations as a minimum shall include Shreveport, Baton Rouge, Lake Charles, Alexandria, Lafayette, Monroe and New Orleans. Copies of agenda, attendance roster, and scope of training to include information on items presented, shall be maintained.</p>
<p>Assist DBE Professional Services firms in obtaining engineering sub consulting contracts on those projects identified with DBE goals.</p>	<p>Identify and assist the DBE firms which are interested in participating in our professional service DBE Request for Proposals. By May 31, 2008, at least 10 DBE firms shall have been selected as sub or prime consultant on DOTD contracts.</p>

Objective 5: Develop a Business Opportunity Workplace Development (BOWD) Initiative.

Activity	Performance Measure
<p>Identify and select participants for inclusion in the BOWD Program.</p>	<p>With the assistance and approval of DOTD Compliance Programs Staff, 10 DBE firms shall be identified as participating in the BOWD Initiative. This should be accomplished by October 1, 2007.</p>
<p>Develop criteria and assist the participants with entering into joint venture partnering agreements with other certified firms and/or prime contractors.</p>	<p>By July 31, 2008, at least 6 joint venture partnering agreements shall be executed on DOTD prime contracts.</p>

Identify bonding resources and bonding requirements. Provide guidance and support necessary for the participants to successfully obtain bonding.	Provide all 10 participants of the BOWD initiative with the bonding resources and requirements. Provide the support necessary to complete and successfully obtain bonding for the 6 joint venture partnering agreements mentioned above.
Provide the necessary technical and management training.	Based on the previously conducted needs assessment, individualized and classroom training shall be provided to ensure that the participants of the BOWD program exit the program with the necessary skills to function effectively and efficiently.

Objective 6: Provide on going support services for a twelve month period.

Activity	Performance Measure
Create and maintain web based summaries detailing DBE firms experience and background.	Individual DBE firm profile summaries for all certified firms will be on-line and accessible to the public by December 31, 2007.
DBE Conference	Assist in the planning, design and production of a one-day DBE Conference to bring DBE firms, contractors, governmental agencies and other entities together to discuss opportunities and challenges of the Program. The conference shall be conducted in the Spring of 2008.

NOTE: The selected Consultant shall provide adequate office space and furniture consisting of two hard wall offices and four cubicles, computer hook ups, utilities and phone services in Louisiana. Additionally, the Consultant shall provide computers, fax, copier, and office supplies. Computer support, including software for bidding and estimating shall be provided by the DOTD.

Disadvantaged Business Enterprises Requirements:

It is the policy of the Federal Highway Administration that DBE as defined in 49 CFR 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

The Consultant agrees to ensure that DBE as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of this Contract and any subcontracts that may be

let. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE have the maximum opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by the DOTD, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD or the Contract shall be terminated. The option shall rest with the DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

Reporting Requirements

In addition to previously described written reports, the Consultant selected to provide business, technical and clerical assistance shall provide monthly progress reports of all activities. The reports shall include:

- (1) A description of services rendered to each participating DBE firm
- (2) DBE firms shall be listed by name, date serviced and phone number
- (3) Amount of time spent on each activity and itemized cost through monthly invoicing
- (4) Statistical reports concerning bids/quotes submitted, number of contracts/subcontracts obtained by each participant
- (5) The progress each firm has made in becoming independent with recommendations for improving firms that are not making progress.

The DOTD shall conduct a survey of participating firms at pre-determined intervals to determine their satisfaction with the services rendered.

The final report shall be a comprehensive evaluation of the contract period; but not less than annual, indicating the status of each participating firm and whether the performance measures were met.

1.5 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 to the 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 prior to replacement by DOTD.

1.6 Project Manager

The Project Manager is Ms. Staci Messina, Compliance Program Director; she may be reached at 225-379-1363.

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 **September 1, 2007** and to continue through **August 29, 2008**. **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://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 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.

2.5 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	July 20, 2007
Deadline for written notification of intent to submit	July 27, 2007
Deadline for receiving proposer inquiries	August 1, 2007
Issue responses to proposer inquiries	August 6, 2007
Proposal submission deadline	August 20, 2007
Announce Award of "Successful proposer"	August 24, 2007
Contract execution	September 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 proposer must employ at the time of submittal a minimum of:

- One Project Manager
- One Business Manager
- One full-time Clerical Support

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

3.4 *Revisions to the RFP*

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

3.5 *Waiver of Administrative Informalities*

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

3.6 *Proposal Rejection*

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

3.7 *Withdrawal of Proposal*

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

3.8 *Subcontracting Information*

DOTD shall have a single Prime-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.

3.9 Ownership of Proposal

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

3.10 Proprietary Information

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

3.11 Cost of Preparing Proposals

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

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

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

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

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

3.14 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**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 shall be considered non-responsive.

The proposal shall be identified with the State Project No. **700-99-0417** and shall be submitted **prior to 3:00 p.m. CST on August 20, 2007**, by hand delivery or mail addressed to:

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

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A 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 Price Proposal (Attachment II) to perform the services shown in the Scope of Services.

4.5 Certification Statement

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

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

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

5.2 Administrative and Mandatory Screening

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

5.3 Evaluation and Review

Each proposal shall be rated for categories one through five, with 0 being the lowest score and 5 being the highest possible score shown below for each category.

The proposer with the lowest total price (price for all six objectives plus the price for providing office space and equipment) shall receive 24 points. Other proposers shall receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 24}{\text{Consultant's Proposed Total Price}}$$

CRITERIA	HIGHEST POSSIBLE SCORE
1) Firm experience on similar projects	20
2) Personnel experience as related to the project	20
3) Consultant's understanding of the project as shown in the Consultant's proposal	16
4) DBE Participation	20
5) Price	24
Total	100

All proposals shall be evaluated as indicated for Items 1-5. The firm's ratings in each category shall be added to arrive at the total proposer's score. The Project Selection Committee shall compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 *Announcement of Successful Proposer*

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

6.0 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 and itemized invoice showing line item costs incurred.

The original and five copies of the invoice shall be submitted to the Project Manager. The invoice must be signed, dated, and sealed by a principal member of the 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, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

2. Corporate Background and Experience

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

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

3. Proposed Project Staff

- A. In this section, the proposer should identify their proposed project organization and staffing. The proposer should identify a Project Manager, who shall act as a single point of contact with DOTD. The proposer should also identify other staff expected to assist on this project based on the proposed timeframes outlined by DOTD and in accordance with staff requirements described in Section 3.3.
- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified.
- C. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-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 prior written approval of DOTD.

4. Approach and Methodology

Proposers should provide:

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

5. Cost Information

- A. The proposer shall provide an hourly rate for each staff classification listed on Attachment II and the number of proposed work hours for the delivery of each Objective. The hourly rates shall be inclusive of all costs including travel, supplies, equipment, and all other project expenses, except for office space and equipment that will be used by class participants. The proposer should use Attachment II to submit pricing information.
- B. The proposer shall provide a price for providing office space and furniture consisting of two hard wall offices and four cubicles, computer hook ups, utilities and phone services in the Baton Rouge, Louisiana area, as well as computers, fax, copier, and office supplies that will be used by class participants.
- C. The proposer should use Attachment II to submit pricing information.

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT II - PRICE PROPOSAL

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

	Engineer	Project Manager	Business Manager	Clerical	
Proposed Hourly Rate	\$	\$	\$	\$	
	Hours	Hours	Hours	Hours	Price
OBJECTIVE 1					\$
OBJECTIVE 2					\$
OBJECTIVE 3					\$
OBJECTIVE 4					\$
OBJECTIVE 5					\$
OBJECTIVE 6					\$
Total Price (Objectives 1-6)					\$

Total price for providing office space and furniture consisting of two hard wall offices and four cubicles, computer hook ups, utilities and phone services in Baton Rouge, Louisiana, area as well as computers, fax, copier, and office supplies that will be used by class participants.

\$ _____

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

CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. XXX-XX-XXXX
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUPPORTIVE SERVICES
STATEWIDE

Be it known, that on this _____ day of _____, 2007, 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, **Ms. Staci Messina**. The invoice shall show the total amount due and payable as of the date of the current invoice.

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

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

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

TERM OF CONTRACT

This contract shall begin on ***** 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 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 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.

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

It is the policy of the Federal Highway Administration that DBE as defined in 49 CFR 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

The Consultant agrees to ensure that DBE as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of this Contract and any subcontracts that may be let. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE have the maximum opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by the DOTD, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD or the Contract shall be terminated. The option shall rest with the DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

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.