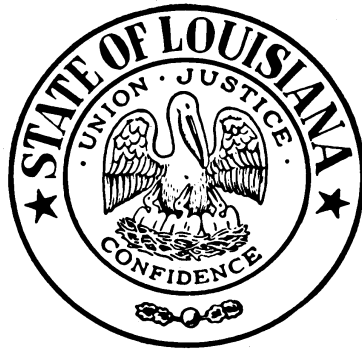


**REQUEST FOR PROPOSAL**  
**FOR**  
**FINGERPRINTING AND PRE-LICENSE TESTING**



**RFP #: 3000008652**

**PROPOSAL DUE DATE/TIME:**  
**SEPTEMBER 18, 2017 BY 3:00 PM CST**

**State of Louisiana**

**Office of State Procurement**

**August 18, 2017**

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**REQUEST FOR PROPOSAL**  
**FOR**  
**Louisiana Department of Insurance Management & Finance System**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing producer (agent), adjuster and consultant license examination services, fingerprint collection and submission and related services within the Louisiana Department of Insurance's licensing and market compliance program.

1.2 Background

Louisiana laws La. R.S. 22:1545, 1668, 1696 and 1808.2 require that before any resident individual can become licensed for the first time as an insurance agent, adjuster or insurance consultant, he or she must submit to and pass an examination. The examination tests the knowledge of the individual concerning the lines of authority for which an application is made, the duties and responsibilities of the producer, adjuster or insurance consultant, and the insurance laws and regulations of Louisiana. Additionally, first time licensees must provide fingerprints, which are submitted for a criminal history record check so that the Commissioner of Insurance can determine eligibility for the license.

1.3 Goals and Objectives

The goal the Louisiana Department of Insurance seeks is to find an individual or firm to provide examination services, fingerprint collection and submission for the Department's Licensing and Market Compliance program.

The objective is to contract with a vendor to provide examination and fingerprinting services, which satisfy both the regulatory mandates for LDI and the needs of the public served.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about March 1, 2018 and is anticipated to end on February 28, 2021.

1.5 Definitions

- A. Agency – any department, council, board, office, bureau, committee, institution, agency, government, corporation or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- B. Can – denotes an advisory or permissible action.

- C. Contractor – any person having a contract with a governmental body; the selected proposer.
- D. Discussions – for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. DOA – Division of Administration.
- F. LDI – The Louisiana Department of Insurance.
- G. May – denotes an advisory or permissible action.
- H. Must – denotes mandatory requirements.
- I. OSP – Office of State Procurement.
- J. Proposer – a firm or individual who responds to this RFP.
- K. RFP – Request for Proposal.
- L. Shall – denotes mandatory requirements.
- M. Should – denotes a desirable action.
- N. State – the State of Louisiana.
- O. Will – denotes mandatory requirements.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 18, 2017
Deadline for receipt of written inquiries	August 25, 2017 by 3:00 pm CST
Issue responses to written inquiries	September 1, 2017
Deadline for receipt of proposals	September 18, 2017 by 3:00 pm CST
Announce award of contractor selection	October 2, 2017
Contract execution	March 1, 2018

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Proposal Submittal

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 P. M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

**Shannon Gilchrist**  
**Response to Fingerprinting & Pre-License Testing**  
**Louisiana Department of Insurance**  
**P. O. Box 94214**  
**Baton Rouge, LA 70804**

For courier delivery, the street address is 1702 North 3<sup>rd</sup> St., Baton Rouge, LA 70802, and the telephone number is (225) 219-1702. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## 1.8 Qualifications of Proposer

Proposers must clearly illustrate the capability to perform all services listed in Attachment I: Scope of Services and have the capability in place and functional no later than March 1, 2018.

## 1.9 Proposal Format

### A. Cover Letter:

The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

- By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required.
- **The cover letter should also:**
  - Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

### B. Table of Contents:

The proposal should be organized in the order contained below.



**C. Executive Summary:**

This section should serve to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment IV. 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 the Sample Contract, Attachment IV and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

**D. Company Background and Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the qualifications described in the Mandatory Qualifications for Proposer section.

**E. Approach and Methodology:**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

**The Proposer shall:**

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.

**F. Proposed Staff Qualifications:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

**G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran(LaVet) and/or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

If a proposer is certified as a Hudson **and** a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurships to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

**H. Cost Proposal:**

The Proposer shall provide the cost for providing all services described in the RFP. Proposers are to complete the chart in Attachment II: Cost Summary and provide both an Average Examination Fee by Year and a Three-Year Average Fee. For reference, an estimated number of examinations to be given for each license line are provided, along with the percentage of total examinations the items represents. These estimates are based on the average number of examinations given and fingerprints taken over the last few years.

**Average Examination Fee By Year**

To develop the Average Examination Fee by Year, for each year, add the fees for all license line examinations listed, then divide that sum by eighteen (18), the number of line license examinations in all. Show the average cost for each year in the “Average Examination Fee by Year” box for each year. Proposer may use the same examination fees for all three years, or a different fee for each of the three

years. The Overall Average Examination Fee will be used by LDI in ranking proposals by Contractor Compensation. Contractor will charge the fee listed in its proposal for each examination for each year.

### **Three-Year Average Fee**

To develop the Three-Year Average Fee, add the Yearly Averages (column A + column B + column C), then divide that sum by three (3).

Contractor's remuneration shall be solely in the form of fees charged for examination and other licensing services provided and shall be collected by contractor from the licensing applicants. No travel or other expenses of any kind will be reimbursed to contractor, nor will LDI pay any travel or other expenses or contractor. Contractor will forward weekly, to the LDI, all actual license fees contractor collects from applicants.

Proposers should take in to account that they will be expected to travel to Baton Rouge, Louisiana at least three (3) times per year to meet with the LDI personnel. In addition the Contractor shall hold an annual Examination Development Committee meeting in Baton Rouge Louisiana or via web-conference which permits participation of multiple parties. Proposer should develop its Cost Statement to accommodate all travel and other expenses as no travel or other expenses of any kind will be reimbursed under this contract.

**The Proposer shall respond to this RFP with a Technical Proposal and a separate and sealed Cost Proposal. NO PRICING information should be included in the Technical Proposal.**

#### **I. Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in Attachment I.

##### 1.10 Number of Copies of Proposals

The State requests that one (1) copy of the proposal be submitted to the RFP Coordinator at the address specified, along with five (5) additional copies of the proposal, as well as one (1) redacted copy, if applicable, and two (2) copies on USB flash drives. The copy of the proposal to the RFP Coordinator shall contain original signatures of 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 if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

##### 1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked "Original") and five (5) numbered copies of the **Technical Proposal**. All should be clearly marked technical proposals.
- One (1) Original (clearly marked "Original") copy of the **Cost Proposal**. The proposal should be a clearly marked cost proposal and sealed.

## 1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## 1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Insurance.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall 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 Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

## 1.14 Proposal Clarifications Prior to Submittal

### **1.14.1 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION.

### 1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

**Shannon Gilchrist**  
**RFP Coordinator**  
**P. O. Box 94214**  
**FAX: (225) 342-6324**  
**PHONE: (225) 219-1701**  
**E-Mail: [sgilchrist@ldi.la.gov](mailto:sgilchrist@ldi.la.gov)**

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 P. M.** CT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by **September 1, 2017** at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as well as LDI website [www.ldi.la.gov](http://www.ldi.la.gov) under the Request for Proposals tab.

Only Shannon Gilchrist or her designee has the authority to officially respond to a proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

### 1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### 1.15 Errors and Omissions in Proposal

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

#### 1.16 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

#### 1.17 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.

#### 1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### 1.19 Proposal Rejection/RFP Cancellation

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

#### 1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### 1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers 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 shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### 1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract awarded from this RFP.

### 1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State 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.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### 1.24 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### 1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program



objectives. If oral presentations are done, the scores may be adjusted based on the original criteria. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

#### 1.26 Acceptance of Proposal Content

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

#### 1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

#### 1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available. The written invitation to participate in a BAFO will not obligate the State to a commitment to enter into a contract.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

#### 1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract: Attachment IV. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds seven (7) business days, or if the selected Proposer fails to sign the final contract within [seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### 1.30 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### 1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### 1.32 Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor

similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

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

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

### 1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

#### 1.34 Payment

Contractor's remuneration shall be solely in the form of fees charged for examinations and other licensing services provided and shall be collected by Contractor from the licensing applicants. No travel or other expenses of any kind will be reimbursed to the Contractor.

#### 1.35 Termination

##### **1.35.1 Termination of the Contract for Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

### **1.35.2 Termination of the Contract for Convenience**

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

### **1.35.3 Termination for Non-Appropriation of Funds**

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **1.36 Assignment**

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

### **1.37 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

### **1.38 Civil Rights Compliance**

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.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### 1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### 1.40 Entire Agreement/ Order of Precedence

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

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

#### 1.41 Contract Modifications

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

#### 1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### 1.43 Governing Law

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

#### 1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### 1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### 1.46 Corporate Requirements

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

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work**

The Contractor will be responsible for the development, security and administration of resident insurance producer and adjuster license examinations and reporting the results of those examinations to the LDI. The Contractor will also be responsible for the collection of fingerprints and other basic information from licensing candidates and submission of that information to the Louisiana State Police.

The Contractor must establish and maintain examination and fingerprint collection sites in major cities throughout Louisiana and these sites must be accessible by candidates during reasonable business hours. The sites must meet the following criteria:

- Provide an atmosphere conducive to examination, including good housekeeping, controlled environment as to heating and cooling, proper lighting and proper furnishing;
- Be easily accessible and secure for the safety of the candidates;
- Provide ready access to restrooms and other facilities of human needs to the candidates;
- Provide for multiple candidates to sit for an examination at any given time in venue that reduces the likelihood of cheating.

All fingerprint collection and transmission must be done in conjunction with and in compliance with the requirements of the Louisiana State Police.

### **2.2 Tasks and Services**

At a minimum, the following tasks and services are required:

- Administer license examinations for all licenses requiring an examination.
- Maintain examination and fingerprint collection sites in major cities throughout Louisiana to include, but not limited to, Alexandria, Baton Rouge, Lafayette, Lake Charles, New Orleans and Shreveport.
- Provide score reports for all examination candidates including a pass/fail indicator to the LDI via an electronic method compatible with LDI systems within one business day of examination administration. The report must include sufficient biographical information to determine the identity of the examination candidate.
- Develop and maintain a bank of licensing examination questions sufficient to remove the ability of any person(s) from recreating the examination through repetition of testing.
- Maintain a level of security for the bank of questions sufficient to remove the ability of any person(s) from gaining unauthorized access to the questions and answers.
- Establish and maintain a mechanism for the positive identification of all examination candidates.



- Establish a mechanism for the electronic capture of pre-license education course completions directly from the pre-license education course providers and an electronic method to verify that a license candidate has complied with any additional mandatory pre-license requirements prior to exam registration.
- Establish and maintain Electronic Data Transfer (EDT) capability with the LDI, authorized business partners and National Insurance Producer Registry.
- Provide the LDI with statistical data on pass/fail rates for each examination and on pre-licensing schools, via monthly and quarterly reports as well as an annual report. Reports should include pass/ fail rates for overall, first time attempts and repeat test takers as well as per pre-license education provider per examination. Reports should also include a breakdown of performance on individual exam sections both by pre-license education provider and by test-takers overall. Reports may be provided by on demand and/or user-configured queries that can be accessed online by LDI personnel as needed in lieu of providing monthly and quarterly reports. All reports are to include pass/fail rates per each exam overall, as well as per pre-license education provider per examination, where applicable, and will include first time pass rates, as well as overall pass rates. Pass/Fail reports shall also be made available by the vendor to the general public either by request or by posting to the vendor's web site.
- Provide the LDI with an annual report which includes statistical data for licensing candidates in compliance with La. R.S. 22:1545(I).
- Develop, with the approval of LDI, and distribute licensing information handbooks.
- Develop examination questions, with LDI approval, and hold annually, in Baton Rouge, Louisiana or via web conference, a meeting with LDI personnel, industry experts and contractor personnel to review, discuss and evaluate examination questions.
- Collect fingerprints of all resident licensing candidates, including the candidates for licenses which do not require examination and individuals who are otherwise required to be fingerprinted in association with a license or permit issued by the LDI, and submit those prints electronically to the Louisiana State Police.
- Collect and maintain signed documents required by the Louisiana State Police and Federal Bureau of Investigations from individuals submitting fingerprints and make those documents available to the LDI upon request for duration of the contract..
- Provide daily reports via secure electronic data transfer on the identity of all individuals from whom fingerprints were collected in association with a requirement by the LDI.
- Develop a process where LDI is notified of any service outages or interruptions within four (4) business hours of the outage or interruption.

## 2.3 Deliverables

- Examination and fingerprint collection sites are established in major cities across the state to include, but not limited to, Alexandria, Baton Rouge, Lafayette, Lake Charles, New Orleans and Shreveport.
- Pass/Fail reports per each exam overall, as well as per pre-license education provider per examination, where applicable, for all testing candidates are delivered to the LDI on a monthly, quarterly and annual basis or made accessible by online on-demand reporting options , including report required by La. R.S. 22:1545(l).
- Information regarding individuals who have submitted fingerprints through the contractor's system is delivered to the Department daily..
- Accurate reports and statistical data are provided by Contractor in a timely manner in line with the schedule or requests for data made to Contractor by the LDI contract supervisor.
- Licensing information handbooks and examination questions are developed, approved by LDI and ready for distribution/use no later than 30 days prior to contract start date.
- Electronic Data Transfer (EDT) capability has been established by Contractor with LDI, authorized business partners and National Insurance Producer Registry no later than 30 days prior to contract start date.
  - Test scores (within one business day)
  - Record of who supplied fingerprints (daily)
  - Pre-license records (monthly)
- Pre-license education completion records collected by the vendor shall be provided to LDI via an electronic method compatible with LDI systems on a monthly basis.
- A meeting is held annually in Baton Rouge, Louisiana with LDI personnel, industry experts and contractor personnel to review, discuss and evaluate examination questions.

## 2.4 Technical Requirements

The Contractor must obtain all necessary hardware and software to submit fingerprints to the Louisiana State Police from the vendors approved by that agency and in compliance with the requirements of that agency.

## 2.5 Scope of Work Elements

### 2.5.1 Project Requirements

The Contractor must be able to provide for administration of examination and collection and submission of fingerprints in major cities in Louisiana, including, but not limited to, Alexandria, Baton Rouge, Lafayette, Lake Charles, New Orleans and Shreveport, on the start date of the contract. Statistical reports and other applicant data must be delivered to LDI as identified in 2.2 Tasks and

Services and 2.3 Deliverables. The Contractor must identify a specific representative to act as the liaison with the LDI. That person will be the point of contact for the LDI to address any issues or concerns that arise during the course of the contract.

**PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
<i>1. Contractor's Compensation</i>	<b>25</b>
<i>2. Differences in Professional Competence</i>	<b>15</b>
<i>3. Louisiana &amp; Government Experience</i>	<b>10</b>
<i>4. Hudson/Veteran Small Entrepreneurship Program</i>	<b>10</b>
<i>5. Service Approach</i>	<b>40</b>
<b>TOTAL SCORE</b>	<b>100</b>

**Contractor's Compensation (25 points)**

Contractor's compensation shall be based solely upon the three-year average for examination fees and licensing services fees. Proposer must show the fee it deems necessary for each type of examination to be administered. (See Attachment II). There will be no reimbursements for expenses of any kind, so Proposer should keep that in mind when determining what rate to charge per service.

**Difference in Professional Competence (15 points)**

Proposer shall complete the form in Attachment III: Firm and Personnel Information and provide resumes for all people who will design examination questions under this contract.

**Louisiana & Government Experience (10 points)**

Describe examination and other licensing services your firm has provided or currently is providing to regulatory agencies in Louisiana and in any other states. Describe your firm's familiarity with the Louisiana Department of Insurance. Please list contact person's name, address and telephone number for each item of experience provided in response to this question.

**Service Approach (40 points)**

Detail the manner and form in which examination and other licensing services will be provided. (Refer to Part II: Scope or Work/Services.

**Hudson/Veteran Small Entrepreneurship Program (10 points)**

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran (LaVet) and/or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

If a proposer is certified as a Hudson **and** a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its proposal the names of their certified veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract

3.1 Cost Evaluation

The Proposer with the lowest three-year average fee of both the examination fees and fingerprint submission fees combined shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed three-year average of all proposers

**ATTACHMENT I: 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.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (    ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Signature of Proposer or Authorized Representative \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ATTACHMENT II: COST SUMMARY**

<b>EXAMINATION FEES</b>						
<b>FEE TYPE</b>	<b>NUMBER OF INDIVIDUAL EXAMS GIVEN</b>	<b>PERCENTAGE OF TOTAL</b>	<b>LICENSE TYPE</b>	<b>COLUMN A EXAMINATION FEE YEAR 1</b>	<b>COLUMN B EXAMINATION FEE YEAR 2</b>	<b>COLUMN C EXAMINATION FEE YEAR 3</b>
Life-only	2762	25.29	Producer			
Health & Accident only	479	4.38	Producer			
Life, Accident & Health	3228	29.55	Producer			
Property only	5	0.04	Producer			
Casualty only	12	0.11	Producer			
Property & Casualty	2381	21.8	Producer			
Bail Bond	223	2.04	Producer			
Surety	5	0.04	Producer			
Indus trial Fire	760	6.96	Producer			
Surplus Lines	14	0.13	Broker			
Title	87	0.8	Producer			
Personal Lines	236	2.16	Producer			
Automobile Adjuster	232	2.12	Claims Adjuster			
Personal Lines Adjuster	38	0.35	Claims Adjuster			
Commercial Lines Adjuster	8	0.07	Claims Adjuster			
Property & Casxuaty	415	3.80	Claims Adjuster			
Crop Adjuster	7	0.07	Claims Adjuster			
Workers Comp Adjuster	30	0.27	Claims Adjuster			
Public Adjuster	1	0.009	Public Adjuster			
TOTAL	10922	100.00	Average Fee			
			Three Year Average			

**LICENSING SERVICE FEES**

FEE TYPE	NUMBER	COLUMN A FEE YEAR 1	COLUMN B FEE YEAR 2	COLUMN C FEE YEAR 3	THREE YEAR AVERAGE FEE
Fingerprint Submission Fee	4600				



**ATTACHMENT III: FIRM AND PERSONNEL INFORMATION**

The Proposer shall provide all information requested in Firm and Personnel Information. This information, with that provided in response to the pertinent requirements of the proposal preparation and references will be used by LDI to determine which Proposer is best suited to provide the services advertised for in the RFP.

1. Name and Address of Business:

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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2. Has the firm undergone a recent change in top management?  Yes  No

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3. If the answer to question 2 is "Yes," please explain.

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4. For how many years has Proposer provided testing services and other services as advertised in this RFP? \_\_\_\_\_

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5. Client References—for each reference listed, provide all the requested information. Attach additional sheets if necessary.

Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

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6. Does the Proposer have prior working experience with the State of Louisiana?  Yes  No

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7. Does the Proposer have prior working experience with other state or local governments?  Yes  No

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8. If the answer to question 7 is "Yes," please list the department, agency, date of contract and name and phone number of contact person(s).

9. Does the Proposer anticipate subcontracting any service or requirement under this RFP?

Yes  No

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10. If the answer to question 9 is "Yes," please describe the services or requirements that will be subcontracted and explain how the business will control the quality of the services provided by the subcontractor(s). A written agreement between the Contractor and the Subcontractor will be required and approved by the LDI.

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**ATTACHMENT IV: SAMPLE CONTRACT**

**Professional Services Contract**

STATE OF LOUISIANA

Vendor Number:

PARISH OF EAST BATON ROUGE

LaGov Number:

Be it known, that on the **X<sup>th</sup>** day of **(month)**, **20XX**, the Louisiana Department of Insurance (hereinafter sometimes referred to as “State”) and **Ainsworth Consulting, Inc., 1205 Charles Place, Brandon, MS, 39042**, (hereinafter sometimes referred to as “Contractor”) do hereby enter into contract under the following terms and conditions.

**Scope of Services**

Contractor agrees to perform the services described in Appendix A, attached hereto.

**Terms of Contract**

The term of this contract shall commence on **month, day & year** and shall terminate at the close of business on **month, day & year**, unless terminated earlier as provided herein; however, this contract shall not be considered valid until approved by the Office of State Procurement.

**Payment for Services**

This is a no cost contract to the state.

**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.

### **Termination for Cause**

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure 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 State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **Termination for Convenience**

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

### **Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions; and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4.

### **Taxes**

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

### **Nonassignability**

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

### **Applicable Law**

It is expressly understood, and agreed by both parties, that the laws of the State of Louisiana shall govern and apply to any interpretation of a dispute or claim arising under this contract.

### **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

### **E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212. 10 and federal law pertaining to E-Verify in the performance of services under this contract.

### **Submission of Invoices and Reports by Contractor**

Contractor shall submit to LDI, through the Contract Supervisor, the following:

- Invoices: Invoices shall be submitted in accordance with the provisions of Appendix A attached hereto.
- Reports: Reports shall be submitted as required by the Contract Supervisor.

It is understood that if the Contractor shall fail to submit any of the above reports in a timely fashion, LDI shall not be responsible for payment thereof, either under this contract or in quantum meruit.

### **Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

All of the above records shall be and remain confidential, unless and until an authorization for their release is given by the Commissioner of Insurance or his/her representative.

All records which are subject to subpoena by legal process shall be assembled by Contractor; the contract supervisor and the Commissioner of Insurance shall be notified as soon as possible after receipt of the subpoena. Upon approval by the Commissioner or his/her authorized representative, Contractor shall provide the records in answer to the subpoena.

### **Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

### **Travel Reimbursements**

Travel will not be reimbursed under this contract.

### **Services for Insurance Industry**

Contractor hereby agrees that without prior written approval of the Commissioner of Insurance, no contractual services will be performed by Contractor for an insurance company licensed to do business in Louisiana during the period of time in which the same, or similar services, are being provided to the Department of Insurance.

### **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.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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

**Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

**Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this agreement as of this day of March X, 2017.

STATE AGENCY SIGNATURE:

WITNESS SIGNATURES:

\_\_\_\_\_  
Denise Gardner  
Chief Deputy Commissioner

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

WITNESS SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



ATTACHMENT I

APPENDIX A

**Professional Services to be Provided**

ATTACHMENT II

CONFLICT OF INTEREST

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

ACKNOWLEDGEMENT

I acknowledge that I have read the Louisiana Code of Governmental Ethics and the Louisiana Department of Insurance Directive Number 105 and declare that to the best of my knowledge, there is no conflict of interest between the Louisiana Department of Insurance and **Contractor**. I further acknowledge that it is my duty to report immediately to the Chief Deputy Commissioner or his/her designee any and all conflicts of interest of which I may become aware in the future, except as disclosed and acknowledged by written waiver.

\_\_\_\_\_

\_\_\_\_\_

Date

## ATTACHMENT III

### CONFIDENTIALITY

While the majority of the business conducted by the Department of Insurance is public information, confidentiality of certain information is, and must be, a high priority.

The decision as to what information to release, and when, is one for the Commissioner of Insurance to make in each instance.

Accordingly, the Contractor hereby agrees that in furtherance of this objective the Contractor will not release any information concerning the work done in connection with this contract which he possesses, or may, from time to time, come to possess, without the express written authorization of the Commissioner of Insurance or his designee.

Any Contractor who does not abide by this policy is subject to cancellation of this contract, and such other action as may be appropriate under the circumstances.

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Date