



SOLICITATION FOR OFFERS (SFO)

FINGERPRINTING & PRE-LICENSE TESTING SERVICES

**LOUISIANA DEPARTMENT OF INSURANCE
SFO#: 3000010942**

OFFERS DUE AUGUST 27, 2018 AT 3PM CDT

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1 GENERAL INFORMATION

1.1 Background

The Louisiana Department of Insurance, Office of Licensing, is soliciting Offers for providing fingerprinting and pre-license testing for residents seeking an insurance license.

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 producer, adjuster or insurance consultant, he or she must submit to and pass an examination unless exempt in accordance with applicable state or federal law. 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 insurance 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.

Objectives:

The objectives include, but are not limited to, providing examination and fingerprinting services, which satisfy both the regulatory mandates for the Louisiana Department of Insurance (LDI) and the needs of the public being served.

1.2 Purpose

The LDI is issuing this Solicitation for Offers (SFO) for the purpose of soliciting Offers from interested entities that wish to provide insurance producer, adjuster and insurance consultant license examination services, fingerprint collection and submission and related services within the LDI's licensing and market compliance program.

Scope of Services

The Scope of Work/Services for Fingerprinting & Pre-License Testing, Attachment I, also asserts the desired results the LDI requires of the selected Offeror(s). The LDI reserves the right to re-negotiate by modifying or deleting tasks and services, and if appropriate, adding tasks and services prior to and during the term of the contract.

The successful Contractor will be responsible for the development, security and administration of resident insurance producer, adjuster and insurance consultant 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, which must be done in conjunction with and in compliance with their requirements.

The Contractor will establish and maintain examination and fingerprint collection sites in major cities throughout Louisiana, including but not limited to, Alexandria, Baton Rouge, Lafayette, Lake Charles, New Orleans, Shreveport. The sites must be accessible by candidates during reasonable business hours and must meet the following criteria:

- Provide an atmosphere conducive to examination, including good housekeeping, controlled temperature environment, proper lighting and furnishing;

- Provide access to restrooms and other facilities as needed;
- Provide for multiple candidates to sit for an examination at any given time in venue that reduces the likelihood of cheating;

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 their requirements.

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2 ADMINISTRATIVE INFORMATION

2.1 *Term of Contract*

Any contract resulting from this SFO will have a maximum duration of three (3) years. No contract or amendment shall be valid, nor shall the LDI be bound by the contract or amendment, until it has first been executed by the LDI and the Contractor and approved by the LDI.

2.2 *Blackout Period*

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Offeror, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the LDI 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 LDI. "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 offers for a particular procurement. All requests for competitive sealed procurements will identify a designated contact person. All communications to and from potential Offerors, 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 request. The Blackout Period will end once the contract is awarded.

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

Any bidder, Offeror, or contractor who violates the Blackout Period may be liable to the LDI 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 Offeror or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.2545.A.4;
2. Duly noticed site visits and/or conferences for bidders or Offerors;
3. Oral presentations during the evaluation process;
4. 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 Offers 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 SFO.

2.3 *Pre-Offer Conference*

No pre-offer conference will be held.

2.4 Offeror Inquiries

The LDI will consider written Offeror inquiries and requests for clarification of the content of this SFO received from potential Offerors. Written inquiries must be received by the deadline specified in the Schedule of Events, Section 2.6. The LDI reserves the right to modify the SFO should a change be identified that is in the best interest of the LDI.

To be considered, written inquiries and requests for clarification of the content of this SFO must be submitted to Shannon Gilchrist, Procurement Director, at Shannon.Gilchrist@ldi.la.gov by 3:00 PM CDT on the date specified in the Schedule of Events, Section 2.6. Any and all questions directed to the Procurement Director will require an official response.

Official responses to each of the questions presented by the Offerors will be posted by the date specified in the Schedule of Events, Section 2.6. These responses can be accessed at the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Shannon Gilchrist, Procurement Director, has the authority to officially respond to Offerors' inquiries on behalf of the LDI. Any communications from any other individuals are not binding to the LDI.

2.5 Definitions

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.

Contractor - Denotes the Offeror that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

LDI – Louisiana Department of Insurance.

Offer– A response to a Solicitation for Offers; for purposes of this solicitation, offer shall be synonymous with bid.

Offeror - Denotes any organization that submits an Offer responding to the SFO prior to award.

SFO - A Solicitation for Offers.

State Program Manager – Provide oversight of contract and serves as the principal point of contact on behalf of the LDI concerning Contractor's performance under the contract resulting from this SFO. Also oversees the implementation of the service, including overseeing the corresponding day-to-day activities of the Contractor.

Throughout this SFO, the following terms shall be used to designate mandatory and non-mandatory requirements:

Shall, Must, or Will - Denotes mandatory language; a requirement that must be met without alteration.

Should, Can, or May - Denotes desirable, non-mandatory language.

2.6 Schedule of Events

EVENT	DATE
Advertise SFO	August 10, 2018
Deadline for receipt of written inquiries	August 13, 2018 (3:00 PM CDT)
Issue responses to written inquiries	August 20, 2018
Deadline for receipt of Offers	August 27, 2018 (3:00 PM CDT)
Announce award of Contractor(s) selection on or about	September 7, 2018
Contract execution	On or about November 1, 2018

NOTE: The LDI reserves the right to change this schedule of SFO events, as it deems necessary. Revisions, if any, before the Offer submission deadline will be formalized by the issuance of an addendum to the SFO.

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3 OFFER INFORMATION

3.1 *Mandatory Requirements and Desirable Qualifications of Offeror*

Mandatory Requirements (Failure to satisfy mandatory requirements will result in a rejection of the Offer.)

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, including, but not limited to, Alexandria, Baton Rouge, Lafayette, Lake Charles, New Orleans and Shreveport.
- 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.
- Provide score reports for all examination candidates, including a pass/fail indicator to the LDI via a data transfer process, within one business day of examination administration. The report must include sufficient biographical information to determine the identity of the examination candidate.
- 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.
- Provide reports to the LDI of the pre-license education course completions within one business day of receipt from the pre-license education provider. The report must include sufficient biographical information to determine the identity of the examination candidate and identify the LDI assigned course number and completion date.
- 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 website.

- Provide the LDI with an annual report, which includes statistical data for licensing candidates in compliance with La. R.S. 22:1545(I).
- Develop examination questions with the approval of the LDI, as well as hold an annual meeting in Baton Rouge, Louisiana, or via web conference, with industry experts, the LDI 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, maintain and secure 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 the duration of the contract period.
- 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.
- Develop and distribute licensing information handbooks, upon LDI's approval.

3.2 *Determination of Responsibility*

Determination of the Offeror's responsibility relating to this SFO shall be made according to the standards set forth in LAC 34:2536. The LDI must find that the selected Offeror:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance (contractors who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstances, be presumed to be unable to fulfill the requirement; and,

5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

An Offeror shall present acceptable evidence of financial resources, experience, organization, technical qualifications, skills, and facilities, to perform the service called for by the contract.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject from the lowest bid from, or not award the 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 crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 Offer Addenda

LDI reserves the right to change the Schedule of Events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of the Offeror to check the website for addenda to the SFO, if any.

3.4 Waiver of Administrative Informalities

The LDI reserves the right, at its sole discretion, to waive administrative informalities contained in any Offer.

3.5 Offer Rejection/SFO Cancellation

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

3.6 Withdrawal of Offer

An Offeror may withdraw an Offer that has been submitted at any time up to the date and time the Offer is due. To accomplish this, a written request signed by the authorized representative of the Offeror must be submitted to Shannon Gilchrist, Procurement Director.

3.7 Subcontracting Information

The LDI may select one or more Offerors as the result of any contract negotiation, and that selected Offeror(s) shall be responsible for all deliverables specified in their contract, the SFO and Offer. This general requirement notwithstanding, Offeror(s) may enter into subcontractor arrangements, however, shall acknowledge in their Offer total responsibility for the entire contract, including payment of any and all charges resulting from the contract, if applicable.

If the Offeror intends to subcontract for portions of the work, the Offeror shall identify any subcontractor or vendor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the LDI, the selected Offeror(s) shall not contract with any other party for any of the services herein contracted without the express prior written approval of the LDI.

3.8 Ownership of Offer

All materials submitted in response to this request shall become the property of the LDI. Selection or rejection of an Offer does not affect this right.

3.9 Confidential Information, Trade Secrets and Proprietary Information

Information contained within the response that has been designated by the Offeror as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Offer. The Cost Offer **will not** be considered confidential under any circumstance. Any Offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection unless exempted. Offerors are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may or may not be subject to public disclosure, protections must be claimed by the Offeror at the time of submission of its Technical Offer. Offerors should refer to the Act for further clarification.

The Offeror must clearly designate the part of the Offer that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure by inserting a cover sheet that provides in bold type “**DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION**”. The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information. However, the determination of whether such information is in fact proprietary or trade secret information shall be made by the custodian within thirty days of a submission; however, if a custodian receives a public records request during the period of thirty days, the determination shall be made within the time period provided in R.S. 44:32(D) and 33(B).

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Offerors must be prepared to defend the reasons why the material should be held confidential. If a competing Offeror or other person seeks review or copies of another Offeror’s confidential data, the LDI will notify the owner of the asserted data of the request. If the LDI determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the LDI’s determination and intent to release the information, the Offeror must notify the LDI that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm CDT the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys’ fees or costs of the Offeror in seeking the protective order.

With respect to information which the LDI does agree is confidential, the Offeror must agree to indemnify the LDI and hold the LDI harmless against all actions or court proceedings that may ensue (including attorneys' fees), which seek to order the LDI to disclose the information. If the owner of the asserted data refuses to indemnify and hold the LDI harmless, the LDI may disclose the information.

The LDI reserves the right to make any Offer, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the Offer. The LDI shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any Offer that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the Offer contains confidential information, the Offeror should submit a redacted copy along with a non-redacted Offer. If Offeror does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Offeror should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

3.10 Cost of Preparing Offers

The LDI shall not be liable for any costs incurred by Offerors prior to issuance of or entering into a contract. Costs associated with developing the Offer, preparing for oral presentations, and any other expenses incurred by the Offeror in responding to this SFO are entirely the responsibility of the Offeror and shall not be reimbursed in any manner by the LDI.

3.11 Errors and Omissions in Offer

The LDI will not be liable for any errors in Offers. The LDI reserves the right to make corrections or amendments due to errors identified in Offers by LDI or the Offeror. The LDI, at its option, has the right to request clarification or additional information from the Offerors.

3.12 Contract Award and Execution

The LDI reserves the right to enter into a contract(s) without further discussion of the Offer submitted based on the initial Offers received.

The SFO and Offer of the selected Offeror(s) shall become part of any contract initiated by the LDI.

The selected Offeror(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment III. In no event shall an Offeror submit its own standard contract terms and conditions as a response to this SFO. The Offeror should submit with its Offer any exceptions or exact contract deviations that it desires to negotiate. Selection of an Offeror does not require the LDI to agree to the proposed deviations. Negotiations may begin with the announcement of the selected Offeror(s).

If the contract negotiation period exceeds fifteen (15) days or if the selected Offeror(s) fails to sign the final contract within fifteen (15) business days of delivery, the LDI may elect to cancel the award and award the contract to the next-highest-ranked Offeror(s).

3.13 Code of Ethics/Disaster Recovery Contract Prohibitions

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

In addition to the Louisiana Ethics Code, Offeror and all subcontractors must additionally comply with Louisiana Revised Statute 42:1114.3, which prohibits participation (either directly or through a subcontractor relationship) in the contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, nor the spouse of any such person, nor any corporation, partnership, or other legal entity in which such a person owns an interest of greater than five percent, except a publicly traded corporation or a legal entity in which the person owns a passive ownership interest that is the result of participation in a federally approved program of employee ownership.

3.14 Cooperation

Any Offeror has the duty to fully cooperate with the LDI and provide any and all requested information, documentation, etc. to the LDI when requested. This applies even if a proposed contract is terminated and/or a lawsuit is filed. Specifically, the Offeror does not have the right to limit or impede the LDI's right to audit and shall not withhold LDI owned documents.

3.15 Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. All taxes shall be included within the Offeror's cost.

3.16 Offer Validity

The Offer will be valid for at least 180 calendar days from the date of submission.

3.17 Offeror Responsibilities

The LDI requires one or more Contractors as the result of any contract negotiations, and the Contractor(s) is/are responsible for all deliverables referenced in their contract, SFO and Offer as assigned by the State Program Manager, Mike Boutwell, as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's Offer. The Contractor(s) shall be responsible for all products and services presented in the Offer, whether or not provided by the Contractor(s). The State shall consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract(s), if applicable.

3.18 Advertising and Press Releases

The Contractor shall not refer to the contract or the Contractor's relationship with the LDI hereunder in commercial advertising or press releases without prior approval from the LDI. Under no circumstances shall advertising or other communications with the media be presented in such

a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the LDI.

3.19 Contractor's Program Director

The Contractor will provide a Program Director that will function as principal point of contact for contract administration and coordination of the Contractor's staff and responsibilities.

3.20 Substitution of Personnel

Proposed personnel assigned to the project that results from this SFO shall not be replaced without the prior written consent of the LDI. In the event that any LDI or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to a project outside this contract, outside of the LDI's or Contractor's reasonable control, as the case may be, the LDI or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan. Contractor personnel replacements shall be subject to approval by the LDI.

3.21 Governing Law

All activities associated with this SFO process shall be interpreted under and governed by Louisiana Law. All Offers and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1551-1755 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this SFO. 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.

3.22 Verification

The LDI reserves the right to verify all information provided by an Offeror via direct contact with the Offeror's prior clients and prior project personnel, and Offerors shall agree to provide and release necessary authorizations for the LDI to verify any of the Offeror's previous work.

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4 RESPONSE INSTRUCTIONS

4.1 Offer Submission

Entities who are interested in providing services requested under this SFO must submit an Offer containing the information specified in Section 5. The Offer must be received in hard copy (printed) version by the Procurement Director on or before the deadline listed in Section 2.6, Schedule of Events. Fax or e-mail submissions are not acceptable. The Offer package must be delivered at the Offeror's expense to:

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

For courier delivery, the street address is 1702 N. 3rd Street, Baton Rouge, LA 70802 and the telephone number is (225) 219-1701. It shall be solely the responsibility of each Offeror to ensure its offer is delivered at the specified place and prior to the deadline for submission. Offers received after the deadline will not be considered.

4.2 Offer Format

Offerors shall respond to this SFO with a Technical Offer and Cost Offer as separate bound documents. No pricing information shall be included in the Technical Offer.

The LDI requires that one (1) copy of the offer be submitted to Shannon Gilchrist, Procurement Director, and shall contain original signatures of the company officials or agents duly authorized to sign offers or contracts on behalf of the organization. This copy will be retained for incorporation into any contract resulting from this SFO. **In addition to the original copy, the LDI requires five (5) copies of the offer, as well as one (1) redacted copy, if applicable, and five (5) copies on USB flash drives. Do not put the Cost Offer on the USB flash drives.** A certified copy of a board resolution granting such authority should be submitted if the Offeror is a corporation.

4.3 Technical and Cost Offer

Offers shall be submitted as specified in Section 5, Offer Content, of this SFO, and should include enough information to satisfy evaluators that the Offeror has the appropriate experience and qualifications to perform the Scope of Work/Services as described herein. Offerors should respond to all requested areas.

4.4 Certification Statement

The Offeror must sign and submit the Certification Statement Attachment IV.

4.5 Legibility/Clarity

Responses to the requirements of this SFO in the formats requested are desirable with all questions answered in as much detail as practicable. The Offeror's response should demonstrate an understanding of the requirements. Offers should be prepared simply and economically, providing

a straightforward, concise description of the Offeror's ability to meet the requirements of the SFO. Each Offeror is solely responsible for the accuracy and completeness of its Offer.

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5 OFFER CONTENT

5.1 *Executive Summary*

This section should serve to introduce the scope of the Offer. It should include administrative information including, at a minimum, Offeror contact name and phone number. This section should also include a summary of the Offeror's qualifications and ability to meet the LDI's overall requirements in the timeframes set by the LDI.

The Offer should include a positive statement of compliance with the contract terms. If the Offeror cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Offeror should address the specific language in the Sample Contract, Attachment III, and submit whatever exceptions or exact contract modifications it desires. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of an Offeror does not require the LDI to agree to the proposed deviations. Negotiations may begin with the announcement of the selected Offeror.

5.2 *Corporate Background/Financial Condition/Experience*

The Offeror should describe its company by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, any recent or materially significant proposed change in ownership, and copies of the previous three years' financial statements, preferably audited.

The Offeror shall provide a statement of whether, in the last ten years, the Offeror has filed (or had filed against it) or has been involved in any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.

The Offeror shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Offeror's performance in a contract under this SFO. In addition, a statement documenting all open or pending litigation initiated by Offeror, or where Offeror is a defendant, must be provided. The LDI reserves the right to request any additional information to assure itself of an Offeror's financial status.

The Offeror shall provide a statement of the Offeror's involvement in litigation and/or any suspension or debarment proceedings that could affect the work to be performed under any contract resulting from this SFO. Provided there is litigation, a listing of such litigation or proceedings must be attached to the Certification Statement, Attachment IV. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Offeror shall so state.

If the Offeror intends to subcontract for portions of the work, the Offeror should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor (including all independent contractors).

By signing the letter and/or Offer, the Offeror certifies that the signatory is authorized to bind the Offeror. The Offer should include:

- a. A brief statement of the Offeror's understanding of the scope of the work/services to be performed.
- b. Confirmation that the Offeror has the appropriate state business license(s) required for this Offer, or, if allowed by law, will obtain such business license.
- c. Confirmation that the Offeror has not had a record of substandard work within the past five (5) years.
- d. Confirmation that the Offeror has not engaged in any unethical practices within the past five (5) years.
- e. Confirmation that, if awarded the contract, the Offeror acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract, if applicable.
- f. Confirmation that Offeror has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- g. Has a written agreement with any person or subcontractor listed in the proposed project staff or team to perform the work/services specified under this SFO.
- h. Any other information that the Offeror feels appropriate.
- i. The signature of an individual who is authorized to make Offers of this nature in the name of the Offeror submitting the Offer.
- j. State whether the Offeror has, in force, insurance coverage that meets the requirements of Attachment III, Sample Contract, or if the Offeror does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages.
- k. Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Offeror or any of its officers, directors, or management personnel were, or are, plaintiffs or defendants or targets of investigation.
- l. Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Offeror or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$50,000.

The LDI reserves the right to request any additional information to assure itself of an Offeror's financial status, qualifications, capacity and experience.

5.3 Offerors Description, Capacity, Qualifications and Relevant Experience

The Offer should provide detailed information about the experience and qualifications of the Offeror'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, including name, title, company name, address and telephone number should be provided for the cited projects in the individual resumes.

5.4 Proposed Project Staff

The Offeror must clearly illustrate the capability to perform all services listed in Attachment I and have the capability in place and functional no later than November 1, 2018.

5.5 Approach and Methodology

Offers should include enough information to satisfy evaluators that the Offeror has the appropriate experience, knowledge and qualifications to perform the scope of work/services as described herein. Offerors should respond to all requested areas.

The Offeror shall:

- Provide an understanding of the nature of the project and how its offer 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.

5.6 Cost Information

The Offeror shall provide the cost for providing all services described in the SFO. Offerors are to complete the chart in Attachment II: Cost Summary Template and provide a weighted average examination fee. For reference, an estimated number of examinations to be given for each license line are provided. These estimates are based on the average number of examinations given and fingerprints taken of the last few years.

Weighted Average Examination Fee

To develop the weighted average examination fee, Offeror will take the number of individual exams given for a specific fee type and multiply that number by the fee amount being charged for that respective exam to get the total cost of exams given for that specific fee type. Offeror will do this for all nineteen (19) fee types. Offeror will add all of the total cost of exams given for each specific fee type to get the cost of all exams, which will then be divided by the total number of exams given to get the weighted average total.

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.

Offeror should take into consideration that they will be expected to travel to Baton Rouge, Louisiana, at least three (3) times per year to meet with LDI personnel. In addition, the Contractor shall hold an annual Examination Development Committee meeting in Baton Rouge, or via web conference, which permits participation from multiple parties. Offeror should develop its Cost Statement to accommodate all travel and other expenses as none will be reimbursed under this contract.

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6 EVALUATION AND SELECTION

6.1 *Evaluation Team*

The evaluation team, designated by the LDI, will evaluate and determine the Offer(s) most advantageous to the LDI taking into consideration price and other evaluation factors set forth in the SFO.

6.2 *Administrative and Mandatory Screening*

All Offers will be reviewed for compliance with administrative and mandatory requirements as specified in the SFO. Offers found not in compliance may be rejected from further consideration.

6.3 *Clarification of Offers*

The LDI reserves the right to seek clarification of any Offer for the purpose of identifying and eliminating minor irregularities or informalities found in any Offer.

6.4 *Oral Presentations/Discussions May Be Required*

The LDI, at its sole discretion, may require all responsive Offerors to provide an oral presentation of how they propose to meet the LDI's program objectives. If oral presentations are required, the information received in the oral presentation will be used in scoring Service Approach, Louisiana and Government Experience and Professional Competence only. The cost score will be based solely on the original Cost Offer received.

6.5 *Evaluation and Review*

Technical Approach

For all Offers, the following will apply:

Professional Competence

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

Louisiana & Government Experience

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 LDI. List contact person's name, address and telephone number for each item of experience provided in response to this question.

Service Approach

Detail the matter and form in which examination and other licensing services will be provided.

Hudson/Veteran Small Entrepreneurship Program

Ten percent (10%) of the total evaluation points on this SFO shall be reserved for Offerors 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. The certificate from the Louisiana Economic Development,

Division of Small and Emerging Business Development, SEBD Certification must be included in Offer.

If an Offeror is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson and/or Veteran small entrepreneurs, Offeror shall include in its offer the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, the dollar value of each subcontract and a copy of subcontractor's certificate from the Louisiana Economic Development, SEBD Certification.

Cost Offers

Cost

The Offeror with the lowest of both examination and fingerprint submission fees combined shall receive the total cost points allowed. Other Offerors shall receive cost points based upon the following formula:

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

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

LPC = Lowest offered weighted average total of all offers

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

	MAXIMUM SCORE
Contractor's Compensation	30
Professional Competence	20
Louisiana & Government Experience	10
Hudson/Veteran Small Entrepreneurship Program	10
Service Approach	30
TOTAL OFFER SCORE	100

The evaluation team will compile the scores and make a recommendation to the head of the agency, or his designee, on the basis of the responsive and responsible Offeror whose Offer is determined to be the most advantageous to the LDI, taking into consideration review of price and the evaluation factors set forth herein.

6.6 Announcement of Contractor

The LDI will notify the successful Offeror and proceed to negotiate terms for the final contract. Unsuccessful Offerors will be notified in writing accordingly.

All Offers received (except for that information appropriately designated as confidential, proprietary, trade secret or exempt in accordance with R.S. 44:1 et seq), the selection memorandum along with the list of criteria used with the weight assigned to each criteria, and scores of each

Offer considered shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any Contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the Office of State Procurement within 14 days after the award has been announced by the LDI.

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7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation 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 La. 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.

7.2 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.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the LDI's operation which are designated confidential by the LDI 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 LDI. The identification of all such confidential data and information as well as the LDI's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the LDI 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 LDI to be adequate for the protection of the LDI's confidential information, such methods and procedures may be used, with the written consent of the LDI, 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.

7.4 Offeror's Certification

By signing and submitting an Offer, the Offeror, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24.

By signing and submitting an Offer, the Offeror, and each tier of subcontractors, shall certify that there is no litigation or any suspension or debarment proceedings that could affect the work to be performed under any contract resulting from this SFO. Provided there is litigation, a listing of such litigation or proceedings must be attached to the Certification Statement, Attachment IV. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity.

ATTACHMENT I: SCOPE OF WORK/SERVICES

Scope of Work

The Contractor will be responsible for the development, security and administration of resident insurance producer, adjuster, and insurance consultant 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 a 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.

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 a data transfer process 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.
- Provide reports to the LDI of the pre-license education course completions within one business day of receipt from the pre-license education provider. The report must include sufficient biographical information to determine the identity of the examination candidate and identify the LDI assigned course number and completion date.
- 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 website.
- 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, maintain and secure 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 period.
- 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.

Deliverables

At a minimum, the following deliverables are required:

- 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 reports 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(I).
- Information regarding individuals who have submitted fingerprints through the contractor’s system is delivered to the LDI 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 and approved by LDI and ready for distribution/use 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 prior to contract start date.
 - Test scores (to be provided to the LDI within one business day of examination administration)
 - Record of who supplied fingerprints (to be provided to the LDI daily)
 - Pre-license records (to be provided to the LDI daily)
- Pre-license education completion records collected by the vendor shall be provided to LDI via a data transfer process on a daily basis.
- A meeting is held annually in Baton Rouge, Louisiana, or via web conference, with LDI personnel, industry experts and Contractor personnel to review, discuss and evaluate examination questions.
- The LDI reserves the right to require the Contractor to provide reports, information, and/or documentation verifying compliance with the contract. The Contractor agrees to submit any and all other reports, information, and/or documents as required by the LDI pertaining to the contract.

Technical Requirements

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

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. 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 period.

ATTACHMENT II: COST OFFER TEMPLATE

FEE TYPE	NUMBER OF INDIVIDUAL EXAMS GIVEN	LICENSE TYPE	EXAMINATION FEE	TOTAL COST OF EXAMS GIVEN BY TYPE
Life-only	2711	Producer		
Health & Accident Only	422	Producer		
Life, Accident & Health	3150	Producer		
Property Only	14	Producer		
Casualty Only	13	Producer		
Property & Casualty	2388	Producer		
Bail Bond	208	Producer		
Surety	2	Producer		
Industrial Fire	862	Producer		
Surplus Lines	14	Broker		
Title	93	Producer		
Personal Lines	276	Producer		
Automobile Adjuster	173	Claims Adjuster		
Personal Lines Adjuster	37	Claims Adjuster		
Commercial Lines Adjuster	7	Claims Adjuster		
Property & Casualty	544	Claims Adjuster		
Crop Adjuster	13	Claims Adjuster		
Workers Comp Adjuster	57	Claims Adjuster		
Public Adjuster	8	Public Adjuster		
TOTAL	10992			
		Weighted Average Total		
FEE TYPE	NUMBER	FEE		
Fingerprinting Services	2762			

ATTACHMENT III: SAMPLE CONTRACT

Professional Services Contract

STATE OF LOUISIANA

Vendor Number:

PARISH OF EAST BATON ROUGE

LaGov Number:

Be it known, that on the **Xth** day of **(month)**, **20XX**, the Louisiana Department of Insurance (hereinafter sometimes referred to as “State” or “LDI”) and **Contractor Name & Address**, (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.

Payment for Services

This is a no cost contract to the LDI.

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 LDI 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 LDI 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 LDI 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 LDI to comply with the terms and conditions of this contract; provided that the Contractor shall give the LDI written notice specifying the LDI's failure and a reasonable opportunity for the LDI to cure the defect.

Termination for Convenience

The LDI 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.

Notices

Any notice required or to be given under this contract must be in writing and will be deemed to have been given if sent by certified mail, return receipt requested, addressed to the Louisiana Department of Insurance, ATTN: Shannon Gilchrist, Procurement Director, P.O. Box 94214, Baton Rouge, LA 70804; or to such other address that the party to be notified has provided in writing upon reasonable notice.

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. 39:1551-1755; 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 La. 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 LDI. 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 LDI.

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 work/services performed 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 LDI shall remain the property of State, and shall be returned by Contractor to LDI, 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 the LDI, and shall, upon request, be returned by Contractor to LDI, 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. Disclosure of said records will not be considered a waiver of any rights, limitations, privileges, defenses, remedies, immunities, or confidentiality that may exist with the respect to such records.

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 LDI 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 LDI's right to audit or shall not withhold LDI 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 LDI.

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. In such cases, the State may, at its option, place Contractor in default by sending written notice of termination of the contract and the contract shall terminate on the date specified in such notice.

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 October X, 2018.

STATE AGENCY SIGNATURE:

WITNESS SIGNATURES:

Nicholas Lorusso
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.

Contractor's Signature

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. Disclosure of said information will not be considered a waiver of any rights, limitations, privileges, defenses, remedies, immunities, or confidentiality that may exist with the respect to such information.

In the event that any subpoena or court order is served on the Contractor or its employees seeking to compel the production or public release of such information for purposes related or unrelated to the contract, the Contractor shall promptly advise the LDI and cooperate with the LDI concerning how the matter should be handled.

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.

Contractor's Signature

Date

ATTACHMENT IV: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation for Offers (SFO), including attachments.

OFFICIAL CONTACT. The LDI requests that the Offeror designate one person to receive all documents and the method in which the documents are best delivered. The Offeror 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: _____

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

By its submission of this offer and authorized signature below, Offeror shall certify that:

1. The information contained in its response to this SFO is accurate;
2. Offeror shall comply with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
3. Offeror shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO.
4. Offeror's quote shall be valid for at least 90 calendar days from the date of offer's signature below;
5. Offeror understands that if selected as the successful Offeror, 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. Offeror 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 Offeror or Authorized Representative _____

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT V: FIRM AND PERSONNEL INFORMATION

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

1. Name and Address of Business:

Business Name _____

Business Address _____

City _____ State _____ Zip _____

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

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

4. For how many years has Offeror provided testing services and other services as advertised in this SFO? _____

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

Business Name _____

Contact Person _____

Address _____

Telephone _____ Email _____

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

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

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 Offeror anticipate subcontracting any service or requirement under this SFO?

_____ Yes _____ No

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 before Subcontractor can commence work/services under this SFO.
