

**SOLICITATION FOR OFFERS**

**for**

**Fingerprinting & Pre-License Testing Services**



**SFO #: 3000017025**

**Offer Due Date/Time: June 1, 2021 by 3:00 PM CST**

**State of Louisiana  
Department of Insurance**

**April 30, 2021**

**Table of Contents**

PART 1: .....ADMINISTRATIVE AND GENERAL INFORMATION  
..... 5

- 1.1 Purpose ..... 5
- 1.2 Background ..... 5
- 1.3 Goals and Objectives..... 5
- 1.4 Term of Contract..... 5
- 1.5 Definitions..... 6
- 1.6 Schedule of Events..... 6
- 1.7 Offer Submission..... 7
- 1.8 Mandatory Qualification for Offeror ..... 7
- 1.9 Offer Response Format ..... 9
  - 1.9.1 Cover Letter..... 9
  - 1.9.2 Table of Contents..... 10
  - 1.9.3 Executive Summary..... 10
  - 1.9.4 Company Background and Experience ..... 10
  - 1.9.5 Approach and Methodology ..... 11
  - 1.9.6 Proposed Staff Qualifications..... 11
  - 1.9.7 Veteran and Hudson Initiative Programs Participation ..... 11
  - 1.9.8 Cost Information ..... 13
  - 1.9.9 Certification Statement..... 13
- 1.10 Technical and Cost Offers ..... 14
- 1.11 Legibility/Clarity ..... 14
- 1.12 Confidential Information, Trade Secrets, and Proprietary Information ..... 14
- 1.13 Offer Clarifications Prior to Submittal..... 15
  - 1.13.1 Offer Inquiries ..... 15
  - 1.13.2 Blackout Period ..... 16
- 1.14 Error and Omissions in Proposal..... 17
- 1.15 Changes, Addenda, Withdrawals..... 17
- 1.16 Withdrawal of Offer ..... 17
- 1.17 Waiver of Administrative Informalities..... 17
- 1.18 Offer Rejection/SFO Cancellation ..... 17
- 1.19 Ownership of Offer ..... 17

1.20	Cost of Offer Preparation.....	17
1.21	Taxes .....	18
1.22	Determination of Responsibility .....	18
1.23	Use of Subcontractors.....	19
1.24	Written or Oral Discussions/Presentations .....	19
1.25	Acceptance of Offer Content .....	19
1.26	Evaluation and Selection.....	19
1.27	Best and Final Offers (BAFO).....	20
1.28	Contract Award and Execution .....	20
1.29	Notice of Intent to Award .....	20
1.30	Right to Prohibit Award.....	21
1.31	Insurance Requirements for Contractors .....	21
1.31.1	Contractor's Insurance.....	21
1.31.2	Minimum Scope and Limits of Insurance.....	21
1.31.3	Deductibles and Self-Insured Retentions.....	22
1.31.4	Other Insurance Provisions .....	23
1.31.5	Acceptability of Insurers .....	24
1.31.6	Verification of Coverage.....	24
1.31.7	Subcontractors.....	24
1.31.8	Workers Compensation Indemnity .....	25
1.32	Indemnification and Limitation of Liability .....	25
1.33	Termination.....	26
1.33.1	Termination of the Contract for Cause .....	26
1.33.2	Termination of the Contract for Convenience.....	27
1.34	Assignment.....	27
1.35	Right to Audit .....	27
1.36	Civil Rights Compliance .....	27
1.37	Record Ownership.....	28
1.38	Entire Agreement/ Order of Precedence.....	28
1.39	Contract Modifications .....	28
1.40	Governing Law .....	29
1.41	Claims or Controversies .....	29
1.42	Code of Ethics.....	29

1.43	Corporate Requirements .....	29
1.44	Prohibition of Discriminatory Boycotts of Israel .....	29
PART 2: .....		SCOPE OF SERVICES
.....		31
2.1	Scope of Work/Services .....	31
2.2	Task and Services .....	31
2.3	Deliverables.....	33
2.4	Technical Requirements.....	35
2.5	Project Requirements .....	35
PART 3: .....		EVALUATION
.....		36
3.1	Cost Evaluation .....	37
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	37
ATTACHMENT I: CERTIFICATION STATEMENT .....		39
ATTACHMENT II: FIRM AND PERSONNEL INFORMATION .....		41
ATTACHMENT III: COST OFFER TEMPLATE.....		43
ATTACHMENT IV: SAMPLE CONTRACT .....		44

# **SOLICITATION FOR OFFERS FOR Fingerprinting & Pre-License Testing Services**

## **PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 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.

### **1.2 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.

### **1.3 Goals and 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.

### **1.4 Term of Contract**

The term of any contract resulting from this SFO shall begin on or about November 1, 2021 and is anticipated to end on October 31, 2024.

## 1.5 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** – 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.

**State** – Louisiana Department of Insurance

## 1.6 Schedule of Events

<b><u>Event</u></b>	<b><u>Date</u></b>
SFO advertised in newspapers and post to LaPac	April 30, 2021
Deadline for receipt of written inquiries	May 7, 2021 by 3:00 pm CST
Deadline to answer written inquiries	May 14, 2021 by 3:00 pm CST
Deadline for receipt of proposals. All proposals shall remain sealed until the date and time listed	June 1, 2021 by 3:00 pm CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	June 14, 2021
Contract execution, on or about	November 1, 2021

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

## 1.7 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. 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. 3<sup>rd</sup> 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.

## 1.8 Mandatory Qualification for Offeror

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

- Administer license examinations for all license applicants 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, Monroe, New Orleans and Shreveport.
- Offer examinations via remote proctoring using a manner and method which preserves the same level of security and integrity of exam administration as an exam proctored at a test site. A candidate for such examination may be required to meet certain technology requirements to participate in remote testing
- 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 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 and maintain a customer service policy which timely addresses candidate concerns and inquiries. Inquiries submitted via email or left by phone voice message are addressed within 48 hours.
- 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 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.
- Provide daily reports to the LDI on any closures or other interruptions of either fingerprinting or testing services at any location and timely notices using email, phone calls or text messages to candidates scheduled for an examination at any location with a service interruption.
- Maintain a method for contacting candidates scheduled for an examination at any location with a service interruption to reschedule the examination date.
- Provide up-to-date information regarding site closures or service interruptions on a website easily accessible by candidates.

## 1.9 Offer Response Format

Offers submitted for consideration should follow the format and order of presentation described below:

### 1.9.1 Cover Letter

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

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

- By signing the letter and/or the offer, the Offeror certifies compliance with the signature authority required.

- **The cover letter should also:**

- Identify the submitting Offeror;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Offeror to contractually obligate the Offeror;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

## 1.9.2 Table of Contents

The offer should be organized in the order contained below.

## 1.9.3 Executive Summary

This section serves to introduce the scope of the offer. It shall include administrative information including Offeror contact name and phone number, and the stipulation that the offer is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Offeror'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 Offeror cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Offeror 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.

## 1.9.4 Company Background and Experience

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

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

Offerors should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Offeror section 1.8.

### 1.9.5 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.

### 1.9.6 Proposed Staff Qualifications

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.

### 1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) 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 entrepreneurship 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:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If an Offeror is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Offeror 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.

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 or distributor participation and the dollar amount of each.

In SFO's requiring the compliance of a good faith subcontracting plan, the State may require Offerors to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of offer review. Agreements between an Offeror and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Offerors shall be prohibited.

If performing its evaluation of offers, the State reserves the right to require a non-certified Offeror to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Offeror and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to an Offeror who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

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: <https://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?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

#### 1.9.8 Cost Information

The Offeror shall provide the cost for providing all services described in the SFO. Offerors are to complete the chart in Attachment III: Cost Offer 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 over 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.

#### 1.9.9 Certification Statement

The Offeror must sign electronically or submit a scanned signature on Attachment I, the Certification Statement.

### 1.10 Technical and Cost Offers

The State requests 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 who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Offeror is a corporation. The proposal 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 (1) redacted copy, if applicable, and five (5) copies on USB flash drives. **Do not put the Cost Offer on the USB flash drive.** The Cost Offer should be submitted in a separate sealed envelope labeled "Cost Offer".

### 1.11 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 prepared simply and economically, providing a straightforward, concise description of the Offerors ability to meet the requirements of the SFO are also desired. Each Offeror shall be solely responsible for the accuracy and completeness of its offer.

### 1.12 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 the contract, or which become available to the Contractor in carrying out the 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 LDI.

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, La. 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.

### 1.13 Offer Clarifications Prior to Submittal

#### 1.13.1 Offer Inquiries

Written questions regarding SFO requirements or Scope of Services must be emailed to the SFO Coordinator listed below.

**Shannon Gilchrist, SFO Coordinator**  
**E-Mail: [Shannon.Gilchrist@ldi.la.gov](mailto:Shannon.Gilchrist@ldi.la.gov)**

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

Official responses to all questions submitted by potential offerors will be posted by **May 14, 2021** 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 an Offeror's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Offerors that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Offerors must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### 1.13.2 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 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 offers for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Offer inquiries section of this SFO. 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 solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Offeror 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, Offeror, 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 Offeror 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 Offerors;
- 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 SFO.



#### 1.14 Error and Omissions in Proposal

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

#### 1.15 Changes, Addenda, Withdrawals

The State 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 shall be the responsibility of the Offeror to check the website for addenda to the SFO.

#### 1.16 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.

#### 1.17 Waiver of Administrative Informalities

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

#### 1.18 Offer Rejection/SFO Cancellation

Issuance of this SFO 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 offers submitted and/or cancel this SFO if it is determined to be in the State's best interest.

#### 1.19 Ownership of Offer

All materials submitted in response to this SFO shall become the property of the State. Selection or rejection of an offer shall not affect this right.

#### 1.20 Cost of Offer Preparation

The State 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 shall be entirely the responsibility of the Offeror and shall not be reimbursed in any manner by the State.

### 1.21 Taxes

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

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### 1.22 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 State must find that the selected Offeror:

- 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.

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

### 1.23 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 SFO and offer. This general requirement notwithstanding, Offerors may enter into subcontractor arrangements, however, shall acknowledge in their offers total responsibility for the entire contract.

If the Offeror intends to subcontract for portions of the work, the Offeror shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Offeror under the terms of this SFO shall also be required for each subcontractor, upon request of the State. 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.

### 1.24 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Offerors reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Offeror at the oral presentation, if any, will be considered binding.

### 1.25 Acceptance of Offer Content

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

### 1.26 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Offeror or offer. Such input may include, but not be limited to, analysis of Offeror financial statements, review of technical requirements, or preparation of cost score data.

### 1.27 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Offerors identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Offerors 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 BAFO will not obligate the State to a commitment to enter into a contract.**

### 1.28 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 offers.

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

The selected Offeror shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment iv. An Offeror shall not submit its own standard contract terms and conditions as a response to this SFO. The Offeror should submit in its offer any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offeror.

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

### 1.29 Notice of Intent to Award

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

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

The offers received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et seq), scores of each offer 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 person who is aggrieved in connection with the solicitation or award of a contract may submit a protest in accordance with La. R.S. 39:1671.

### 1.30 Right to Prohibit Award

In accordance with the provisions of La. 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 SFO 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.

### 1.31 Insurance Requirements for Contractors

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.

#### 1.31.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

#### 1.31.2 Minimum Scope and Limits of Insurance

##### 1.31.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### 1.31.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### 1.31.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### 1.31.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### 1.31.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### 1.31.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### 1.31.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

##### 1.31.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

##### 1.31.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### 1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### 1.31.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Insurance, Its Officers, Agents, Employees and Volunteers

P.O. Box 94214, Baton Rouge, LA 70804-9214

Fingerprinting and Pre-License Testing Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### 1.31.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors



shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### 1.31.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

#### 1.32 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 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.

### 1.33 Termination

#### 1.33.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided 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 the 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.

#### 1.33.2 Termination of the Contract for Convenience

The 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.

#### 1.34 Assignment

No Contractor shall assign any interest in the 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.

#### 1.35 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of Insurance, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### 1.36 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 the 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 the contract.

### 1.37 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this SFO 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 the Contractor's expense, at termination or expiration of the contract.

### 1.38 Entire Agreement/ Order of Precedence

The contract, together with the SFO and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's SFO, and any exhibits specifically 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 SFO and the Contractor's offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's offer.

### 1.39 Contract Modifications

No amendment or variation of the terms of the 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.

#### 1.40 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### 1.41 Claims or Controversies

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

#### 1.42 Code of Ethics

Offerors 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.

#### 1.43 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 La. R.S. 12:301-302 from the Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

#### 1.44 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Offeror if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### 1.45 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## PART 2: SCOPE OF SERVICES

### 2.1 Scope of Work/Services

The Scope of Work/Services for Fingerprinting & Pre-License Testing 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 be responsible for the collection of pre-license education completion information and the transmission of this information 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, Monroe, New Orleans and 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;
- Be easily accessible and secure for the safety of the candidates;
- 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.

### 2.2 Task and Services

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

- Administer license examinations for all license applicants 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, Monroe, New Orleans and Shreveport.

- Offer examinations via remote proctoring using a manner and method which preserves the same level of security and integrity of exam administration as an exam proctored at a test site. A candidate for such examination may be required to meet certain technology requirements to participate in remote testing
- 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 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 and maintain a customer service policy which timely addresses candidate concerns and inquiries. Inquiries submitted via email or left by phone voice message are addressed within 48 hours.
- 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 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.
- Provide daily reports to the LDI on any closures or other interruptions of either fingerprinting or testing services at any location and timely notices using email, phone calls or text messages to candidates scheduled for an examination at any location with a service interruption.
- Maintain a method for contacting candidates scheduled for an examination at any location with a service interruption to reschedule the examination date.
- Provide up-to-date information regarding site closures or service interruptions on a website easily accessible by candidates.

### 2.3 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, Monroe, New Orleans and Shreveport.

Candidates shall be offered the option of testing via remote proctoring which preserves the same level of security and integrity of exam administration as an exam proctored at a test site.

- All candidates sitting for an examination at a vendor test location shall be provided the opportunity to fingerprint immediately following the passage of a license examination. Each test site shall also establish a reasonable schedule to accommodate fingerprinting for individuals outside of a license examination. Such schedules shall consist of multiple days with morning and afternoon options
- Candidates sitting for examinations via remote proctoring shall be advised of all technical requirements in advance of scheduling a remote proctored examination. Remote proctored exam candidates shall be notified at the time of registration that if fingerprinting is required, they will need to visit a test site to in order to be fingerprinted. Test sites shall take into account remote proctored candidates and ensure reasonable availability to provide fingerprint services for these candidates.
- 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.
  - Exam proctors who observe cheating or other unacceptable examination activities or behavior shall provide a written report of the incident to LDI with any documentation or evidence collected. Exam proctors shall be available to provide testimony in the event of an administrative hearing related to the incident.
- 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.

## 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 and in compliance with the requirements of Louisiana State Police.

## 2.5 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, Monroe, 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.

### PART 3: EVALUATION

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.

#### Professional Competence

Offeror shall complete the form in Attachment II: 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.

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

<b>Criteria</b>	<b>Maximum Score</b>
Contractor's Compensation	30
Professional Competence	20
Louisiana & Government Experience	10
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>• <i>Up to 10 points available for Hudson-certified Offerors;</i></li><li>• <i>Up to 12 points available for Veteran-certified Offerors;</i></li><li>• <i>If no Veteran-certified Offerors, those two points are not awarded.</i></li></ul> <i>See Section 3.2 for details.</i>	12
Service Approach	28
<b>TOTAL SCORE</b>	<b>100</b>

Offeror must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Professional Competence, Louisiana & Government Experience and Service Approach to be considered responsive to the SFO. **Offers not meeting the minimum**

**score shall be rejected and not proceed to further Contractor's Compensation or Louisiana Veteran and/or Hudson Initiative evaluation.**

### 3.1 Cost Evaluation

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:

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Offeror being evaluated  
LPC = Lowest Proposed Cost of all Offerors  
TCP = Total Cost of Offeror being evaluated

### 3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this SFO are reserved for Offerors who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Offerors' evaluation score as follows:

#### B. Offeror Status and Allotment of Reserved Points

- i. If the Offeror is a certified Veterans Initiative small entrepreneurship, the Offeror shall receive points equal to twelve percent (12%) of the total evaluation points in this SFO.
- ii. If the Offeror is a certified Hudson Initiative small entrepreneurship, the Offeror shall receive points equal to ten percent (10%) of the total evaluation points in this SFO.
- iii. If the Offeror demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Offeror shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this SFO.

If the Offeror is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Offeror must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Offeror is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Offeror shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Offeror should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

**ATTACHMENT I: CERTIFICATION STATEMENT**

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

**OFFICIAL CONTACT.** The State 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 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, 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 proposal's signature below;
5. Offeror understands that if selected as the successful Offeror, he/she will have (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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Offeror understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Offeror shall

comply with R.S. 39:1624(A)(10) and provide its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Offeror further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Offeror certifies and agrees that the following information is correct: In preparing its response, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Offeror if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Offeror certifies that the cost submitted was independently arrived at without collusion.

Signature of Offeror or  
Authorized  
Representative

\_\_\_\_\_

Typed or Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State

:

\_\_\_\_\_

Zip:

\_\_\_\_\_



ATTACHMENT II: 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 \_\_\_\_\_

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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 Offeror provided testing services and other services as advertised in this SFO?

\_\_\_\_\_

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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 Offeror have prior working experience with the State of Louisiana? \_\_\_\_ Yes \_\_\_\_ No

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7. Does the Offeror 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 Offeror anticipate subcontracting any service or requirement under this SFO? \_\_\_\_\_ 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 before Subcontractor can commence work/services under this SFO.

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ATTACHMENT III: COST OFFER TEMPLATE

FEE TYPE	NUMBER OF INDIVIDUAL EXAMS GIVEN	LICENSE TYPE	EXAMINATION FEE	TOTAL COST OF EXAMS GIVEN BY TYPE
Life-only	2034	Producer		
Health & Accident Only	413	Producer		
Life, Accident & Health	3420	Producer		
Property Only	26	Producer		
Casualty Only	16	Producer		
Property & Casualty	2344	Producer		
Bail Bond	195	Producer		
Surety	1	Producer		
Industrial Fire	420	Producer		
Surplus Lines	20	Broker		
Title	115	Producer		
Personal Lines	739	Producer		
Automobile Adjuster	147	Claims Adjuster		
Personal Lines Adjuster	31	Claims Adjuster		
Commercial Lines Adjuster	8	Claims Adjuster		
Property & Casualty	553	Claims Adjuster		
Crop Adjuster	10	Claims Adjuster		
Workers Comp Adjuster	84	Claims Adjuster		
Public Adjuster	20	Public Adjuster		
TOTAL	10595			
		Weighted Average Total		
FEE TYPE	NUMBER	FEE		
Fingerprinting Services	5302			

## Professional Services Contract

STATE OF LOUISIANA

Vendor Number:

PARISH OF EAST BATON ROUGE

LaGov Number:

Be it known, that on the **XX<sup>nd</sup>** day of **Month, 2021**, the Louisiana Department of Insurance (hereinafter sometimes referred to as "State") and **Contractor's 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 **Date** and shall terminate at the close of business on **Date**, 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

LDI agrees to pay Contractor for services rendered under this contract at the rate set forth in Appendix A, and shall not exceed the maximum set forth in Appendix A which is attached hereto and made a part hereof. Contractor agrees to prepare billings in accordance with the guidelines of the Louisiana Department of Insurance. The total amount paid under this contract shall not exceed the sum of:

**(\$00,000.00) DOLLARS**

### 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 correct 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 the other party written notice sent to Contractor's address by certified mail. 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. 39:1551-1755; 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 LSA R.S. 39:1672.2 – 1672.4.

### **Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **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.

### **Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

### **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 and related expenses will be reimbursed as approved by the Contract Supervisor and in accordance with the State Travel Regulation.

### **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, gender identity, 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 2 CFR part 2424.

### **Confidentiality**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or 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 State.

### **Amendments**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

### **Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

### **Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.



**Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

**Contract Approval**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

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 DATE.

STATE AGENCY SIGNATURE:

\_\_\_\_\_

WITNESS SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR SIGNATURE:

\_\_\_\_\_

WITNESS SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT I

### APPENDIX A

#### **Professional Services to be Provided**

Professional services to be provided by Contractor for the Department of Insurance:

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 **Company Name**. 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