

**STATE OF LOUISIANA
UNIVERSITY OF LOUISIANA SYSTEM**

**REQUEST FOR PROPOSALS
FOR**

**CONSULTING SERVICES TO CONDUCT BACKGROUND
CHECKS ON POTENTIAL EMPLOYEES**

RFP #: 620001-006

PROPOSAL DUE DATE/TIME: SEPTEMBER 26, 2014 2:00 P.M.

DATE

AUGUST 22, 2014

TABLE OF CONTENTS

To update the Table of Contents, right click the mouse and select Update Field or press F9 on the function keys.

1	GENERAL INFORMATION	1
1.1	<u>Purpose</u>	1
1.2	<u>Background</u>	1
1.3	<u>Scope of Services</u>	2
2	ADMINISTRATIVE INFORMATION.....	2
2.1	<u>Term of Contract</u>	2
2.2	<u>Pre-proposal Conference</u>	2
2.3	<u>Proposer Inquiries</u>	2
2.4	<u>Definitions</u>	3
2.5	<u>Schedule of Events</u>	3
3	PROPOSAL INFORMATION	3
3.1	<u>Minimum Qualifications of Proposer</u>	3
3.2	<u>Determination of Responsibility</u>	4
3.3	<u>Right to Prohibit Award</u>	4
3.4	<u>RFP Addenda</u>	4
3.5	<u>Waiver of Administrative Informalities</u>	4
3.6	<u>Proposal Rejection/RFP Cancellation</u>	5
3.7	<u>Withdrawal of Proposal</u>	5
3.8	<u>Subcontracting Information</u>	5
3.9	<u>Ownership of Proposal</u>	5
3.10	<u>Proprietary Information</u>	5
3.11	<u>Cost of Preparing Proposals</u>	6
3.12	<u>Errors and Omissions in Proposal</u>	6
3.13	<u>Contract Award and Execution</u>	6
3.14	<u>Code of Ethics</u>	6
4	RESPONSE INSTRUCTIONS	7
4.1	<u>Proposal Submission</u>	7
4.2	<u>Proposal Format</u>	7
4.3	<u>Cover Letter</u>	7
4.4	<u>Technical and Cost Proposal</u>	8
4.5	<u>Certification Statement</u>	8
5	PROPOSAL CONTENT	8
5.1	<u>Executive Summary</u>	8
5.2	<u>Corporate Background and Experience</u>	8
5.21	<u>Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs</u>	9
5.3	<u>Client Support/ Personnel and Project Staff</u>	10
5.4	<u>Approach and Methodology</u>	10
5.5	<u>Cost Information</u>	11
5.6	<u>College/University References</u>	11

6	EVALUATION AND SELECTION.....	11
6.1	<i>Evaluation Team</i>	11
6.2	<i>Administrative and Mandatory Screening</i>	11
6.3	<i>Clarification of Proposals</i>	11
6.4	<i>Oral Presentations/Discussions</i>	12
6.5	<i>Evaluation and Review</i>	12
6.6	<i>Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)</i>	12
6.7	<i>Announcement of Contractor</i>	13
7	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	13
7.1	<i>Corporation Requirements</i>	13
7.2	<i>Billing and Payment</i>	14
7.3	<i>Confidentiality</i>	14
	ATTACHMENT I - SCOPE OF SERVICES.....	15
	ATTACHMENT II.....	18
	ATTACHMENT III: CERTIFICATION STATEMENT.....	19
	ATTACHMENT IV: CONTRACT.....	20
	ATTACHMENT V.....	30
	ATTACHMENT VI.....	32

1 GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified proposers who are interested in providing consulting services to conduct background checks on potential employees at the University of Louisiana System universities, Board office, Louisiana Community and Technical College System Institutions, and Board office.

This is a non-exclusive contract that will give the Institutions the right to use the services of the contractor selected through this RFP process or to seek other means (including other vendors) of securing background information on potential employees.

1.2 Background

Conducting pre-employment background checks have become increasingly important for institutions within the Louisiana Higher Education System. We have learned that most costly hiring mistakes could have been avoided if pre-employment background checks had been conducted. It is estimated that resume fraud occurs in 30% of all applications. Furthermore, an academic institution employs many of its own students to work in safety or security-sensitive positions: graduate assistants, resident assistants and managers, student workers in Information Technology or Human Resources, etc. The Institution must at least attempt to obtain/verify employment information to protect itself from lawsuits alleging negligent hiring.

In addition, the State Office of Risk Management (ORM) has taken a stand on this issue due to increased acts of fraud committed by state employees on the job. State agencies will bear any loss if it is known that the responsible employee was dishonest in the past regardless of whether it was in prior employment. Conducting pre-employment background checks, even if fraud later occurs, demonstrates that the Institution took reasonable care when hiring new staff members.

The UL System is comprised of the following: the Board Office (staff of the Board of Supervisors), Grambling State University, Louisiana Tech University, McNeese State University, Nicholls State University, Northwestern State University, Southeastern Louisiana University, University of Louisiana at Lafayette, and University of Louisiana at Monroe. Additionally, The Louisiana Community and Technical College System consisting of Baton Rouge Community College, Bossier Parish Community College, Delgado Community College, Louisiana Delta Community College, Fletcher Technical Community College, Nunez Community College, River Parishes Community College, South Louisiana Community College, Sowela Technical Community College, Central Louisiana Technical Community College, Northshore Technical Community College, Northwest Louisiana Technical College, and South Central Louisiana Technical Community College will participate in the RFP and Contract.

At June 30, 2013, the UL System had approximately 8,100 employees and the LCTC System had approximately 3,800 employees. During the previous twelve month period, the institutions have over 2,000 background checks.

1.3 Scope of Services

University of Louisiana System is seeking a contractor to conduct employment screening to assist the institutions in conducting pre-employment background checks on potential employees. See Attachment I for entire scope of services.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about October 31, 2014 and to continue through October 30, 2015. The State has the right to extend the contract for up to three years upon approval. With the agreement of both parties, the contract may be extended in one-year increments until October 30, 2017.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquiries

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

Purchasing Office
University of Louisiana System
1201 North 3rd Street, Suite 7-300
Claiborne Building
Baton Rouge, Louisiana 70802

Or

By fax to (225) 342-8745

Or

By email to elitolff@uls.state.la.us

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 5:00 p.m. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by September 5, 2014 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and at www.ulsystem.edu. Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

- A. Shall and Will - The terms "shall" and "will" denote mandatory requirements.
- B. Must - The term "must" denotes mandatory requirements.
- C. May and Can - The term "may" and "can" denotes an advisory or permissible action
- D. Should - The term "should" denotes a desirable action
- E. Contractor - Any person having a contract with a governmental body
- F. State - The State of Louisiana.
- G. System - University of Louisiana System referred also as the UL System.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 22, 2014
Deadline for receipt of written inquiries	August 29, 2014
Issue responses to written inquiries	September 5, 2014
Deadline for receipt of proposals	September 26, 2014
All proposals must be received by 2:00 pm on this date at the address listed below. Proposals received late for whatever reason will not be considered.	
Announce award of contractor selection	October 10, 2014
Contract execution	October 31, 2014

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Not applicable to this solicitation.

3.2 Determination of Responsibility

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

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

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

3.3 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.4 RFP Addenda

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and www.ulsystem.edu. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection/RFP Cancellation

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

3.7 Withdrawal of Proposal

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

3.8 Subcontracting Information

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

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

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

3.9 Ownership of Proposal

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

3.10 Proprietary Information

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

3.11 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal or any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.12 Errors and Omissions in Proposal

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

3.13 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 14 calendar days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

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

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 2:00 p.m. CDT on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Consulting Services to Conduct Background Checks on Potential Employees
Edwin Litloff
Purchasing Office
University of Louisiana System
1201 North 3rd Street, Suite 7-300
Claiborne Building
Baton Rouge, LA 70802

For courier delivery, the street address is 1201 North 3rd Street, Suite 7-300 and the telephone number is (225) 342-6950. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that two (2) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. It is desirable that this section be no more than 1 page.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5.0, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

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

5 PROPOSAL CONTENT

5.1 Executive Summary

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

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment IV, Sample Contract, 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. It is desirable that this section be no more than 1 page.

5.2 Corporate Background and Experience

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. It is desirable that this section be no more than 2 pages.

5.2.1 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

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.louisianaforward.com/index_2.asp.

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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.

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianafoward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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. It is desirable that this section be no more than 1 page.

5.3 Client Support/ Personnel and Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, and functional experience. 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. The proposer should identify the contact assigned to this account.

The Proposer should provide details on client support and problem resolutions. It is desirable that this section be no more than 3 pages.

5.4 Approach and Methodology

This Proposer should present in as much detail as practical and include a scope of services that specifically responds (in order listed) to each item specified in Attachment I. This section of the proposal should include the reporting tools and sample reports available to meet the requirements of the Scope of Services. This section should provide an explanation of any additional tasks to be performed that are deemed necessary by the proposer for successful background checks.

Approach to Scope of Work (Attachment I) – The Proposer should address the following:

- Technological Capability, such as Website to input candidates, email access, electronic billing, etc.;
- turn-around time;
- capability to run the Standard Request and additional items;
- effort to obtain contact information independently;
- International criminal and national security background check capability;

- When the internet will be used, the proposal should include a discussion of the computer security measures taken by the proper to ensure confidentiality of candidates personal information;
- No standard turn-around report format for this report is required, but an example format should be included with the proposal that is submitted for evaluation.

It is desirable that this section be no more than 8 pages.

5.5 Cost Information

Proposers shall provide prices and turnaround time in calendar days for each type of background check in the Standard Request. For informational purposes, proposers shall also provide prices and turnaround time in calendar days for each of the Additional Types of Background Checks. Proposers should use Attachment II to provide prices and turnaround times. Prices shall be inclusive of travel and expenses. Failure to provide a price for each item listed shall cause proposal to be rejected. Note: Proposers shall provide **one** price for **any** county/parish criminal history search in the United States. This fee shall exclude the individual county or parish fees charged by the county/parish such as copy fees per page or certified summary fees.

5.6 College/University References

The Proposer should provide customer references from colleges and/or universities currently using the background check services (name, title, institution, address, and telephone number). It is desirable that this section be no more than 1 page

6 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Demonstrations

Those Proposers reasonably susceptible of being awarded the contract from this RFP may be invited to provide a demonstration (either online or in person) of the online input process, tracking, and reporting tools. A maximum of 20 points may be added to the original scores.

6.5 Evaluation and Review

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

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

CRITERIA	POINTS
Cost	40
Approach and Methodology	20
Corporate Background and Experience/References	5
Client Support/Personnel and Project Staff	5
Hudson/Veteran Small Entrepreneurship Program	10
Total Score	100

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

6.6 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

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

Reserved points shall be added to the applicable proposers’ evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurs to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

Cost (Value of 40 points)

The Proposer with the lowest total year 1 Standard Request cost shall receive 40 points. Other proposers shall receive points based on the following formula:
 $BCS=(LPC/PC \times 40)$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed year 1 cost of all proposers
 PC = Year 1 cost of proposer being evaluated

6.7 Announcement of Contractor

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

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

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

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 *Billing and Payment*

Each institution shall pay Contractor monthly for services rendered. The Contractor may invoice each institution monthly at the billing address designated by each institution. Payments will be made by the Institution within approximately thirty (30) days after receipt of properly executed invoice, and approval by the Institution. Invoices shall include the contract number and a listing of applicant names with the detail of the types of searches conducted for each of the candidates. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Fees charged by counties or parishes (such as copy or certification fees) for criminal history searches shall be reimbursed at cost to the contractor. The contractor shall provide a copy of the county/parish invoice for copy or certification fees, along with the contractor's invoice in order to receive reimbursement of fees.

7.3 *Confidentiality*

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

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

ATTACHMENT I - SCOPE OF SERVICES

Scope of Services

The contractor shall conduct employment screening to assist the University of Louisiana System and Louisiana Community and Technical College System institutions in conducting pre-employment background checks on potential employees. The institutions will request and the contractor shall provide one or more of the following types of background checks for Classified, Temporary, Faculty and Professional candidates for employment:

Standard Request:

- A. County/Parish Criminal History Search
The Contractor will conduct a criminal history search of counties and/or parishes in which the candidate has worked, attended school, and/or resided (if different from the county/parish in which he/she worked) within the last seven years. All felony convictions, misdemeanor convictions, and related activity on record (including open arrest warrants or charges for failure to appear in court) will be reported to the System.
- B. National Criminal History Search
The Contractor will conduct a National Criminal Database Search providing multi-jurisdictional information from various sources.
- C. Address Search
The Contractor will conduct a search to locate additional addresses and aliases for Candidate for the prior 7-years.
- D. Sex Offender Register
The Contractor will search the sex offender database register for any state in which the candidate has resided in the last seven years.

Additional Items:

- E. Social Security Number Verification
The Contractor will obtain a verification of the candidate's social security number. This check shall reveal use of multiple SSN and/or aliases (AKA's). Criminal records shall be searched using AKA's found; previous locations of residence shall be used to determine jurisdictions for criminal record searches.
- F. Employment Verification
The Contractor will verify the candidate's employer(s), title(s), and dates of employment within the last ten years or with the last three employers if the candidate has been with the last employer for ten or more years. If available, the Contractor shall reason for termination, rehire status, and job performance information for each employer.

- G. Education/Academic Verification
The Contractor will contact the academic institution to obtain verification of the highest degree earned reported by the applicant.
- H. Personal/Professional Reference Verification
The Contractor will conduct personal and professional reference verifications based upon references reported by the candidate.
- I. International Criminal History Search
The Contractor will conduct a criminal history search in compliance with that individual country's criminal and court system within any foreign country in which the applicant has lived and/or worked within the last seven years. All felony convictions, misdemeanor convictions, and related activity on record (including open arrest warrants or charges for failure to appear in court) will be reported to the Institution.
- J. International Watch Status
The Contractor will conduct a search of the federal government watch lists for names of candidates that have been placed on "watch" status by the United States, United Nations, or foreign governments.
- K. Motor Vehicle Record
The Motor Vehicle Record search will include validation of license, class, status, and expiration date. Accident and violations on record will also be provided.
- L. Professional License Verification
The Contractor will contact the respective issuing state authority to verify license or certificate status (CPAs, nurses, attorneys, other medical practitioners, etc.). The Contractor will also inquire as to date of issue, expiration date, and any disciplinary actions on file.
- M. Consumer Credit Report
The consumer credit history report shall contain information about an individual's current and previous financial history.

The Contractor will use its own resources to obtain the above information. The Contractor will keep abreast of the most current legal information to ensure compliance with state and federal laws, specifically the Federal Fair Credit Reporting Act. The average turn-around time for each Standard Request is expected to be less than 24 hours.

Tracking and Reporting:

- N. Communication
The Contractor will communicate with the Institution the background check status by e-mailing, faxing, and/or posting reports on the Internet.
- O. Reporting

An Executive Summary Report and Turn-around report will be provided to the System by the contractor at the end of each month.

ATTACHMENT II

CONSULTING SERVICES TO CONDUCT BACKGROUND CHECKS ON POTENTIAL EMPLOYEES

Cost Schedule

Type of Background Check	Pricing			Turn Around Time in Days
	Year 1	Year 2	Year 3	
Standard Request				
National Criminal History Search				
County/Parish Criminal History Search *				
Address Search				
Sex Offender Register				
Total Standard Request				
Additional Items				
Employment/Academic Verification				
Education Verification				
Social Security Number Verification				
Personal/Professional Reference Verification				
International Criminal History Search				
International Watch Status				
Motor Vehicle Record				
Professional License/Verification				
Consumer Credit Report				

*Excluding county/parish fees

ATTACHMENT III: CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered.

Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State _____ Zip: _____

_____ : _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV: SAMPLE CONTRACT

(If agency has a contract format for contracts awarded from RFP, either consulting or social services, approved by Director of the Office of Contractual Review, agency may include that contract format as Attachment III. In addition, if services are for IT services, see OCR website for a sample contract that may serve your needs more appropriately.)

STATE OF LOUISIANA CONTRACT

On this ____ day of 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK *{Define work/services/deliverables to be provided by contractor composed from RFP & proposer's response. May be included in an attachment if detail is lengthy.}*

1.2.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

Note: If your funding source includes restrictions against use of this type of initiative, this section should not be used.)

During the term of the contract and at expiration, the Contractor will 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.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of ___years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES *{This information should be tailored to the specific state resources to be furnished for this contract.}*

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

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

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

4.2 **TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) 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.

4.3 **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 **INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

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

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

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

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

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

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

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

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

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

11 CONFIDENTIALITY OF DATA

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

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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, national origin, veteran status, political affiliation, or disabilities. 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.

14 INSURANCE

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

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

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

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the

use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

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

15 APPLICABLE LAW

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

16 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.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18

INDEPENDENT ASSURANCES

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. If cost of the SSAE 16 audit is being borne by the contractor, it is included in the cost proposed in response to the RFP.

19 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

20 ENTIRE AGREEMENT

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

21. ORDER OF PRECEDENCE

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

(Agency specific terms and conditions may be added, if needed.)

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

ATTACHMENT V

SAMPLE DISCLOSURE OF OWNERSHIP

JAY DARDENNE
SECRETARY OF STATE

STATE OF LOUISIANA
SECRETARY OF STATE



TRANSMITTAL INFORMATION For All Business Filings

Commercial
(225) 925-4704

Administrative Services
(225) 925-4704

Fax
(225) 925-4726
(225) 922-0435

Uniform Commercial Code
(225) 342-5542

Fax
(225) 342-7011

Registered agent, officer, entity status information available via the Internet

Business Name (List **exactly** as it appears in documents)

Name of person filing document (evidence of filing will be mailed to this person, at address below) Daytime phone number

Address

City State Zip Code

NOTE: Louisiana notaries must print or type their name and include their notary or bar roll number.

Mailing Address: P. O. Box 94125, Baton Rouge, LA * 70804-9125
Office Location: 8549 United Plaza Blvd., Baton Rouge, LA * 70809
Web Site Address: www.sos.louisiana.gov

INSTRUCTIONS

1. This form is be used when an existing corporation intends to contract with the state. This requirement does not apply to non profit corporations organized on a "non stock" basis, any agreement entered between the state and a corporation for electric or gas service, publicly traded corporations, or state chartered banks.
2. You will receive a copy marked "received and filed" by the Secretary of State. You may furnish a photostatic copy of the "filed" form to the appropriate state agency.

ATTACHMENT VI

SAMPLE CERTIFICATE OF AUTHORITY

JAY DARDENNE
SECRETARY OF STATE

STATE OF LOUISIANA
SECRETARY OF STATE



TRANSMITTAL INFORMATION For All Business Filings

Commercial
(225) 925-4704

Administrative Services
(225) 925-4704

Fax
(225) 925-4726
(225) 922-0435

Uniform Commercial Code
(225) 342-5542

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Mailing Address: P. O. Box 94125, Baton Rouge, LA * 70804-9125
Office Location: 8549 United Plaza Blvd., Baton Rouge, LA * 70809
Web Site Address: www.sos.louisiana.gov

JAY DARDENNE
SECRETARY OF STATE

STATE OF LOUISIANA
SECRETARY OF STATE



Commercial
(225) 925-4704
Fax (225) 922-0435

Administrative Services
(225) 925-4704
Fax (225) 925-4726

Uniform Commercial Code
(225) 922-1193
Fax (225) 922-0452


First Stop Shop
(225) 922-2895
Fax (225) 925-4591

IMPORTANT NOTICE

The instructions from the Secretary of State's office in order to qualify a foreign corporation to do business in the state of Louisiana are the following:

1. The name must be identical to the name on certificate of existence or good standing from incorporating jurisdiction. The certificate must be dated within (90) ninety days of its submission. (In the states of Texas and Alabama, obtain a certificate of existence from the Secretary of State, not a good standing from the Comptroller/Department of Revenue.)
2. The name must be identical to the name on the certificate of fact evidencing the name change issued by the proper official of the incorporating jurisdiction.
3. The street address of the principal office of the corporation in the state or country under the laws of which it is incorporated.
4. The failure to include the federal taxpayer identification number of the corporation shall not invalidate nor cause the Secretary of State to reject the application.
5. The street address or intended street address of its principal business office outside the state of Louisiana. If you do not have one, write none in this space.
6. If none, registered agent's address is deemed to be the principal business establishment.
7. This address shall be the street address of your registered agent if the agent is an individual or corporation.
8. The agent must be an individual resident in Louisiana, an individual attorney or a partnership which is authorized to practice law in Louisiana or a domestic or foreign corporation authorized to act as registered agent for other corporations.
9. To be completed only if the corporation proposes to limit its authority in Louisiana.
10. Attach addendum if needed for additional officers and directors.

NOTE: If the corporation includes in its name the words "engineer", "engineering", "surveyor", or "surveying", please contact the Louisiana Professional Engineering and Land Surveying Board prior to submitting the application for authority. They can be contacted at (225) 925-6291, 9643 Brookline Ave., Suite 121, Baton Rouge, LA 70809 (www.lapels.com).

Jay Dardenne Secretary of State 	APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN LOUISIANA <small>(R.S. 12:304)</small>
Foreign Corporation Enclose \$100.00 filing fee Make remittance payable to Secretary of State Do Not Send Cash	Return to: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 923-4704 Web site: www.sos.louisiana.gov
STATE OF _____ PARISH/COUNTY OF _____ Check one: <input type="checkbox"/> Non Profit <input type="checkbox"/> Business Check one: <input type="checkbox"/> Original Application <input type="checkbox"/> Amended Application	
1. Corporation name: _____ 2. Previous name: _____ 3. Principal office address in state or country of Incorporation: _____ 4. Federal tax identification number: _____ 5. Principal business office address: _____	
PLEASE INCLUDE COMPLETE STREET ADDRESSES FOR THE FOLLOWING	
6. Principal business establishment in Louisiana: _____ 7. Registered office address in Louisiana: _____ 8. Registered agent's name and address in Louisiana: _____ 9. Nature of business to be transacted in Louisiana: _____ 10. Names and addresses of directors and officers: _____	
_____ <small>To be signed by any officer</small>	_____ <small>Title and Date</small>
Sworn to and subscribed before me, the undersigned Notary Public, on this date: _____	
_____ <small>Notary</small>	
AGENT'S ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named corporation.	
_____ <small>Registered Agent</small>	
Sworn to and subscribed before me on this date: _____	
_____ <small>Notary</small>	