

# REQUEST FOR PROPOSALS

For  
CONSULTING SERVICES TO CONDUCT BACKGROUND  
CHECKS ON POTENTIAL EMPLOYEES



**RFP #:3000009207**

**Proposal Due Date/Time: JANUARY 29, 2018 2:00 P.M.**

**State of Louisiana  
University of Louisiana System**

**December 8, 2017**

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# **REQUEST FOR PROPOSAL FOR**

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

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

#### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing consulting services to conduct background checks on potential employees at the University of Louisiana System Universities, Louisiana Community and Technical College System Institutions, Southern University 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 and 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 and the Southern University System consist of Southern University and A&M College,

Southern University at New Orleans, Southern University at Shreveport, Southern University Law Center and Southern University Agricultural Center will participate in the RFP and Contract.

At April 2017, the UL System had approximately 9,100 employees, LCTC System had approximately 3,400 employees and the SU System had approximately 2,000 employees.

### **1.3 Goals and Objectives**

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.

### **1.4 Term of Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about March 12, 2018 and to continue through March 11, 2019. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

### **1.5 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 terms “may” and “can” denote 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; the selected proposer.
- F. Agency- Any department, commission, 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.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. DOA - Division of Administration
- J. OSP – Office of State Procurement
- K. Proposer – A firm or individual who responds to this RFP.
- L. RFP – Request for Proposal

M. System – University of Louisiana System referred also as the UL System.

### 1.6 **Schedule of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
RFP advertised in newspapers and post to LaPac	December 8, 2017
Deadline for receipt for written inquiries	January 4, 2018
Deadline to answer written inquiries	January 25, 2018
Deadline for receipt of proposals 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.	January 29, 2018
Notice of Intent to award announcement, and 14-day protest period begins	February 19, 2018
Contract execution	March 12, 2018

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

### 1.7 **Proposal Submittal**

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

Kecia Neal, Purchasing Office, University of Louisiana System, 1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802, (225) 342-6950

For courier delivery, the street address is 1201 North Third Street, Suite 7-300, Baton Rouge, LA and the telephone number is (225) 342-6950. The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

### 1.8 **Qualification for Proposer**

#### 1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

- Technological capability, such as Website to input applicants, e-mail access, electronic billing, etc.
- Turnaround time in days. The average turn-around time for each Standard Request is expected to be less than twenty-four (24) hours.
- Capability to run criminal, civil suit, social security number, employment and education checks
- Effort to obtain contact information independently
- Possess International criminal background check capability

## **1.9 Proposal Response Format**

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

### **A. 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 one (1) page.

### **B. Table of Contents**

The proposal should be organized in the order contained below.

### **C. Executive Summary**

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

The executive summary should include a positive statement of compliance with the contract terms; see Sample Contract, Attachment IV. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment IV and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

It is desirable that this section be no more than one (1) page.

### **D. Company Background and Experience**

The Proposers 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 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 and 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 two (2) pages.

#### **E. Approach and Methodology**

The 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.

Scope of Services (**Attachment I**) – The Proposer should address the following:

- Provide proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- When the internet will be used, the proposal should include a discussion of the computer security measures taken by the proposer to ensure confidentiality of candidates personal information;
- No standard turnaround report is required, but an example format should be included with the proposal that is submitted for evaluation.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory *Qualifications for Proposer section 1.8*.

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

#### **F. Proposed Staff Qualifications**

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

The Proposer should provide customer references from colleges and/or universities currently using the background check services (name, title, company name, address, and telephone number).

It is desirable that this section be no more than three (3) pages.



**G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**  
Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the state. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are 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>

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

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

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

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

**Proposer Status and Reserved Points**

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

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

Points will be allocated based on the following criteria:

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

to the certified LaVet and Hudson small entrepreneurship(s)

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <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 at [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](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 at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

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

## **H. Cost Proposal**

The Proposer shall provide prices and turnaround time in calendar days for each classification of background check in the cost schedule furnished in **Attachment II**. For informational purposes, proposers shall also provide prices and turnaround time in calendar days for each of the Additional Types of Background Checks. 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 (1)** 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.

## **I. Certification Statement**

The Proposer must sign and submit **Attachment III**, the Certification Statement.

## **J. Outsourcing Key Controls**

NOT APPLICABLE TO THIS CONTRACT

### **1.10 Number of Copies of Proposals**

The State requests that one [1] proposal containing original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization be submitted to the RFP Coordinator at the address specified. Proposer to submit one (1) electronic copy on CD. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### **1.11 Technical and Cost Proposals**

Proposals should be submitted as specified in Section 1.0, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The State requests the following:

- One (1) Original (clearly marked "Original") copy of the **technical proposal**. Should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") copy of the **cost proposal**. Should be clearly marked cost proposal.

### **1.12 Legibility/Clarity**

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

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

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this

paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

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

## **1.14 Proposal Clarifications Prior to Submittal**

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

NOT REQUIRED FOR THIS SOLICITATION

### **1.14.2 Proposer Inquiries**

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

Kecia Neal  
Purchasing Office  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

**Or**

Fax : (225) 342-6473

**Or**

Email to [kecia.neal@la.gov](mailto:kecia.neal@la.gov)

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

Official responses to all questions submitted by potential Proposers will be posted by January 25, 2018 at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

**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/Proposers 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/Proposers must register in the LaGov portal. Registration is intuitive at the following

link:[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_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>

### **1.14.3 Blackout Period**

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

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

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

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

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

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

### **1.15 Error and Omissions in Proposal**

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

### **1.16 Changes, Addenda, Withdrawals**

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 <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 Withdrawal of Proposal**

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

### **1.18 Waiver of Administrative Informalities**

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

### **1.19 Proposal Rejection/RFP Cancellation**

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

### **1.20 Ownership of Proposal**

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

### **1.21 Cost of Offer Preparation**

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

### **1.22 Taxes**

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

In accordance with 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 this 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 this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this 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.

### **1.23 Determination of Responsibility**

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

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

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

### **1.24 Use of Subcontractors**

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

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

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

### **1.25 Demonstration**

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 score.

### **1.26 Acceptance of Proposal Content**

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

### **1.27 Evaluation and Selection**

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

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

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of services 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.**

### **1.29 Contract Award and Execution**

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

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

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

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



### **1.30 Notice of Intent to Award**

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

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

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the award has been announced by the agency.

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

### **1.31 Right to Prohibit Award**

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

### **1.32 Insurance Requirements 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.

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

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

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

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 per claim. 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 this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

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

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

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

### **1.33 Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real

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

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

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

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

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

### **1.34 Payment**

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 received reimbursement of fees"

#### **1.34.1 Electronic Vendor Payment Solutions**

NOT APPLICABLE TO THIS CONTRACT

### **1.35 Termination**

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

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

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

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

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.

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

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

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

### **1.36 Assignment**

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

### **1.37 Right to Audit**

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

### **1.38 Civil Rights Compliance**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

### **1.39 Record Ownership**

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

#### **1.40 Entire Agreement/ Order of Precedence**

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

#### **1.41 Contract Modifications**

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

#### **1.42 Substitution of Personnel**

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

#### **1.43 Governing Law**

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

#### **1.44 Claims or Controversies**

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

#### **1.45 Code of Ethics**

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

#### **1.46 Corporate Requirements**

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

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

### **2.1 Scope of Work** (Refer to Attachment I)

### **2.2 Task and Services**

Contractor to conduct employment screenings to assist the ***University of Louisiana System Universities, Louisiana Community and Technical College System Institutions, Southern University System Institutions and Board office*** in conducting pre-employment background checks on potential employees. See Attachment I for entire scope of services.

### **2.3 Deliverables**

Contractor to provide complete and accurate background reports in a timely manner. These reports may include one (1) or more of the following: employment verifications, education and academic verification, civil record search, social security number verification, Motor Vehicle search, criminal history search, sex offender register, and international criminal history search.

### **2.4 Technical Requirements**

NOT APPLICABLE TO THIS CONTRACT

### **2.5 Project Requirements**

Each institution will monitor the progress of the contractor by reviewing the reports of background checks for completeness, timeliness and accuracy. Also, each institution will provide a summary of the Contractor's performance at the end of the contract period.



## **PART III: EVALUATION**

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

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

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Corporate Background and Experience/References	<b>10</b>
2. Approach and Methodology	<b>20</b>
3. Client Support/Personnel and Project Staff	<b>20</b>
4. Louisiana Veteran and/or Hudson Initiative	<b>10</b>
5. Cost	<b>40</b>
<b>TOTAL SCORE</b>	<b>100</b>

### **3.1 Cost Evaluation**

The Proposer with the lowest total cost shall receive 40 points. Other proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 40)$$

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

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The evidence and samples of reporting tools and progress tracking will be used for evaluation of this contract. Each institution will have a representative monitoring the contractor's progress.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

#### **Performance Measures/Evaluation:**

#### **Monitoring Plan:**

The performance of the contractor will be measured by whether the reports are accurate and timely, depending on the depth of research requested.

Human Resource Directors at each institution will serve as the representative who will monitor the progress of the contractor by reviewing the reports of background checks for completeness, timeliness and accuracy. At the end of the contract period, a summary of the Contractor's performance will be prepared by the University of Louisiana System for submission to the Office of State Procurement.

### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

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 participation and the dollar amount of each.

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## ATTACHMENT I - SCOPE OF SERVICES

The contractor shall conduct employment screening to assist the University of Louisiana System, Louisiana Community and Technical College System and Southern University 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 (7) 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 seven (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 (7) 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 (10) years or with the last three(3) employers if the candidate has been with the last employer for ten (10) or more years. If available, the Contractor shall provide 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 (7) 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 twenty-four (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 each institution 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	
<b>Standard Request</b>				
National Criminal History Search				
County/Parish Criminal History Search *				
Address Search				
Sex Offender Register				
<b>Total Standard Request</b>				
<b>Additional Items</b>				
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

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

# 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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have   10   business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. 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. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer 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.

Signature of Proposer or  
Authorized Representative \_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

# **ATTACHMENT IV: CONTRACT**

## **STATE OF LOUISIANA CONTRACT**

On this 12 day of March, 2018, the State of Louisiana, the **Board of Supervisors for the University of Louisiana System**, 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.

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 and the Southern University System consist of Southern University and A&M College, Southern University at New Orleans, Southern University at Shreveport, Southern University Law Center and Southern University Agricultural Center will participate in the RFP and Contract.

### **1.0 SCOPE OF SERVICES**

Perform background screening services as per the terms of Appendix A (System RFP Number \_\_\_\_\_) and Appendix B (Contractor's Proposal). Contractor will provide background screening services to the Institutions utilizing methods in conformance with federal and state law, specifically the Federal Fair Credit Reporting Act.

The overall goal of the Contract is for the Institutions to have the ability to make better, more informed hiring decisions by obtaining background information on potential employees. Each Institution has the right to determine whether to utilize the services of this Contractor as provided for this contract or to contract with another vendor for background screening services.

The objective is to obtain complete and accurate background reports in a timely manner. These reports may include one or more of the following: employment verifications, education and academic verification, civil record search, social security number verification, Motor Vehicle search, criminal history search, sex offender register, and international criminal history search.

The performance of the contractor will be measured by whether the reports are accurate and timely, depending on the depth of research requested.

### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[Complete a Concise Description of Services to be provided or Attach Statement of Work] Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.*

### **1.1.1 GOALS AND OBJECTIVES**

*[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]*

### **1.1.2 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:

[The performance of the contractor will be measured by whether the reports are accurate and timely, depending on the depth of research requested.

### **1.1.3 MONITORING PLAN**

Human Resource Directors at each institution will monitor the progress of the Contractor by reviewing the reports of background checks for completeness, timeliness and accuracy. At the end of the contract period, a summary of the Contractor's performance will be prepared by the University of Louisiana System for submission to the Office of State Procurement.

*[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.

### **1.1.4 DELIVERABLES**

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

### **1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation**

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 participation and the dollar amount of each.

### **1.1.6 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the 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.

## **2.0 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 three (3) years with the concurrence of the Contractor and all appropriate approvals.

## **2.2 STATE FURNISHED RESOURCES**

State shall appoint a Project Coordinator for this Contract 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 \_\_\_\_\_.

Contractor's seven-digit LDR account number is \_\_\_\_\_.

In accordance with 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 this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and 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 this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this 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.

## **3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, the System 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, Scope of Services. Payments will be made to the Contractor after written acceptance by each Institution's Director of Human Resources of the payment task and approval of an invoice. Each Institution will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of the each Institution's Director of Human Resources.

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.

#### **4.0 TERMINATION**

##### **4.1 TERMINATION OF THE CONTRACT FOR CAUSE**

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

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

##### **4.2 TERMINATION FOR CONVENIENCE**

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

##### **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.

#### **5.0 INDEMNIFICATION & 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.

## **6.0 CONTRACT CONTROVERSIES**

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

## **7.0 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.

## **8.0 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.

## **9.0 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 five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10.0 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.

## **11.0 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.

## **12.0 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.

## **13.0 CIVIL RIGHTS COMPLIANCE**

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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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

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

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 per claim. 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 this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

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

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

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

## **15.0 GOVERNING LAW**

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

## **16.0 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.

## **17.0 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.

**18.0 INDEPENDENT ASSURANCES**

NOT APPLICABLE TO THIS CONTRACT

**19.0 RECORD OWNERSHIP**

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

**20.0 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.

**21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract together with the RFP and contractor’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

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

\_\_\_\_\_  
[NAME OF CONTRACTOR]

\_\_\_\_\_  
[AGENCY NAME]

\_\_\_\_\_  
[AUTHORIZED SIGNATURE]

\_\_\_\_\_  
[AUTHORIZED SIGNATURE]

\_\_\_\_\_  
[PRINTED NAME]

\_\_\_\_\_  
[PRINTED NAME]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Attachment V

TOM SCHEDLER  
SECRETARY OF STATE

STATE OF LOUISIANA  
SECRETARY OF STATE



Commercial Division  
(225) 925-4704

Fax Numbers  
(225) 932-5314 Corporations  
(225) 932-5317 Legal Services  
(225) 932-5318 UCC

## TRANSMITTAL INFORMATION For All Business Filings

**Please indicate below the level of service requested, payment and contact information**

Routine

Expedite \$30  
24-hour processing

Check or Money Order Enclosed

Credit Card Number: \_\_\_\_\_

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

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)

Address

City

State

Zip Code

Daytime phone number

Fax number

Email address

**NOTE: Louisiana Law requires all Louisiana notaries to print or type their name and notary or bar roll number on the document.**

Mailing Address: P. O. Box 94125, Baton Rouge, LA \* 70804-9125  
Office Location: 8585 Archives Ave., Baton Rouge, LA \* 70809  
Web Site Address: [www.sos.la.gov](http://www.sos.la.gov)



Tom Schedler  
Secretary of State



**DISCLOSURE OF OWNERSHIP**  
**(R.S. 12:1-1622, 12:205 E and 12:304 A (11))**

Enclose \$20 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) 925-4704  
Web Site: [www.sos.la.gov](http://www.sos.la.gov)

State of \_\_\_\_\_ Parish/County of \_\_\_\_\_

**BEFORE ME**, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

\_\_\_\_\_ Corporation Name  
is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter letter.

1. Persons or corporate entities owning 5% or more:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

3. Stock held for others and for whom held:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
For Whom Held Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
For Whom Held Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
For Whom Held Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: \_\_\_\_\_

\_\_\_\_\_  
Corporation Representative

\_\_\_\_\_  
Notary Signature, Printed Name and Notary /Bar Roll #

## 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.





**STATE OF LOUISIANA**  
**SECRETARY OF STATE**

TOM SCHEDLER  
SECRETARY OF STATE



**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 wherever located. 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](http://www.lapels.com)).