



Tobacco Settlement Finance Corporation

Solicitation for Offers

Financial Advisory Services

Issued: March 5, 2013

SECTION I

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

This Solicitation for Offers (“SFO”) is issued by the Tobacco Settlement Financing Corporation (“TSFC”) for qualified financial advisory firms to provide financial advisory services in connection with the proposed issuance of Tobacco Settlement Asset-Backed Refunding Bonds (the “Bonds”) by the TSFC to currently refund its outstanding Tobacco Settlement Asset-Backed Bonds, Series 2001B (Tax Exempt). The TSFC encourages offers from all qualified firms, including minority or women owned business enterprises.

1.2 BACKGROUND

Firms interested in submitting offers in response to this request may wish to understand more about the TSFC and its debt issues. The TSFC was created by Act 1145 of the 2001 Regular Session of the Louisiana State Legislature as a special purpose, public corporate entity, and an instrumentality independent of the State. On November 7, 2001, the TSFC issued Tobacco Settlement Asset-Backed Bonds in the amount of \$282,950,000, Series 2001A (Taxable) and \$919,795,000, Series 2001B (Tax-Exempt). Those bonds were issued to finance the TSFC’s purchase of 60% of the State’s future receipts from the Master Settlement Agreement (“MSA”) with participating cigarette manufacturers. The bonds are secured by the TSFC’s claim to 60% of this future receipt. The TSFC has no taxing power and no assets or revenues of the State, or any political subdivision thereof, is or shall be obligated or pledged to the payment of the principal of or interest on the bonds. The Series 2001A Bonds have been paid. As of June 30, 2012, the outstanding principal of the Series 2001B bonds is \$823,100,000. Additional information regarding the TSFC’s financial position and the bonds may be found in the latest TSFC annual financial report, which is available online at the following location:

[http://app1.la.state.la.us/PublicReports.nsf/873578DE4088D46B86257AF5004F8BC0/\\$FILE/0002ECFC.pdf](http://app1.la.state.la.us/PublicReports.nsf/873578DE4088D46B86257AF5004F8BC0/$FILE/0002ECFC.pdf)

All Bonds that are proposed to be issued will be tobacco settlement asset-backed refunding bonds of the TSFC, a single-purpose, bankruptcy remote financing entity. The TSFC was authorized and created by the State Legislature, and the State has sold and assigned without recourse a portion (60%) of the State’s share of payments under the MSA to the TSFC. The Bonds are payable from and secured solely by a portion of the State’s tobacco receipts to be received under the MSA that are sold or assigned to it. The Bonds will not constitute general obligations of the State, and the State’s full faith and credit will not be pledged to secure the Bonds.

1.3 GOALS AND OBJECTIVES

By engaging a financial advisory firm, the TSFC intends to obtain advice on the structure for refunding the outstanding Series 2001B Bonds. Supervision of the financial advisory firm will be vested in an Executive Committee of the TSFC (the “Committee”) comprised of the Treasurer, the President of the Senate, the Speaker of the House, the Commissioner of Administration, and the Attorney General, or their designees.

1.4 OFFEROR QUALIFICATIONS AND MANDATORY REQUIREMENTS

In order to respond to this SFO, an offeror **MUST** meet the following conditions:

1. The offeror must have experience in providing financial advisory services to entities in all aspects of tobacco settlement asset-backed bonds. This experience shall include but not be limited to all of the following:
 - Securitization of revenues arising from the MSA;
 - Providing fundamental and technical research;
 - Assisting in evaluating capital funding alternatives and developing financing plans;
 - Providing advice on method of sale;
 - Participating in the development of Request for Proposals, Solicitations for Offers, and Requests for Qualifications or similar documents;
 - Evaluating proposal submissions (when requested);
 - Recommending the timing of bond sales, refunding, restructurings, etc.;
 - Identifying tasks, responsibilities, and dates for completion of activities leading up to a bond sale, refunding, etc.;
 - Designing debt structures for bond issues;
 - Providing advice on approaches to rating agencies;
 - Assisting in rating agency and insurer presentations;
 - Evaluating the use of and obtain bids for credit enhancements, if appropriate;
 - Assisting in reviewing documents, including preliminary and final official statements;
 - Reviewing pricing and allocation of bonds in negotiated sales;
 - Assisting with closing arrangements; and
 - Providing advice related to compliance with arbitrage regulations.
2. The offeror must provide at least five customer references for work performed similar to the financial advisory services being proposed in this SFO.
3. The offeror must be a Registered Municipal Advisor with the Securities and Exchange Commission at the time of offer submission.
4. The offeror must be able to comply with Section II.

SECTION II

2.0 ADMINISTRATIVE INFORMATION

2.1 EXPECTED TIME PERIOD FOR CONTRACT

The period of the contract resulting from this SFO is tentatively scheduled to begin the date of selection by the TSFC Board, on or about March 15, 2013, and will continue through the completion of the refunding. The TSFC could elect, subject to agreement by the contractor, to extend the contract for two additional one-year terms.

2.2 SFO COORDINATOR

This SFO is available in electronic form at <http://doa.louisiana.gov/doa/> or by submitting a written request to the SFO Coordinator.

Any questions or requests for clarifications of this SFO should be directed, in email form, by 12:00 NOON, Baton Rouge Time (Central time zone), Friday, March 8, 2013, to Ben Huxen, Assistant Attorney General, at huxenb@ag.state.la.us.

2.3 PROJECTED TIME TABLE

Tuesday, March 5, 2013: Email Distribution of SFO and Post to DOA website

Friday, March 8, 2013: Inquiries Due by NOON BATON ROUGE TIME
(Central Standard Time)

Monday, March 11, 2013: Answers to Inquiries Emailed

Wednesday, March 13, 2013: Offers Due Noon BATON ROUGE TIME (Central
Daylight Savings Time)

Thursday, March 14, 2013: Selection Recommendation by Executive Evaluation
Committee

Friday, March 15, 2012: TSFC Board Meeting to confirm Executive Committee Selection

NOTE: The TSFC reserves the right to amend and/or change this schedule of SFO activities, as it deems necessary.

2.4 OFFEROR INQUIRIES

The TSFC will consider written offeror inquiries regarding SFO requirements or Scope of Services. The TSFC reserves the right to modify the SFO should a change be identified that is in the best interest of the TSFC. It is the sole responsibility of the prospective financial advisory firm to inquire into and clarify any item of the SFO that is not understood.

To be considered, written inquiries and requests for clarification of the content of this SFO must be received at the email address shown in Section 2.2 by 12:00 noon Baton Rouge time (Central Standard Time) on Friday, March 8, 2013. Official responses to each of the questions presented by the offerors will be posted email to each submitting offeror.

Only Ben Huxen, Assistant Attorney General, has the authority to respond to offerors' questions on behalf of the TSFC. Communications from any other individual is not binding on the TSFC.

2.5 ADDENDA, SUPPLEMENTS, AND AMENDMENTS TO SFO

In the event that it becomes necessary to revise any part of this SFO, an addendum, supplement, or amendment to this SFO will be posted at <http://doa.louisiana.gov/doa/>. It is the responsibility of the offeror to check the web site for any addendums, supplements, or amendments made to the SFO.

2.6 OFFER SUBMISSION

The fully completed offer must be delivered at the offeror's expense and received in both hard copy (printed) and electronic version (Word/WordPerfect/PDF) on CD or UBS flash drive by the SFO Coordinator designated in Section 2.2 above on or before **12:00 PM** (Baton Rouge time) on March 13, 2013.

Offerors mailing their offers should allow sufficient mail delivery time to ensure receipt of their offer by the date/time specified. **Fax or e-mail submissions are not acceptable.**

For courier delivery, the street address is **1885 North Third Street, Livingston Building, 6th Floor, Baton Rouge, LA 70802**, and the telephone number is **(225) 326-6083**.

The offeror shall provide **ten (10)** hard copy printed copies and one electronic version (either CD or UBS flash drive) submitted to the address specified above in Section 2.2. At least one (1) copy of the hard copy printed offer must contain the original signature of a company official or agent duly authorized to sign offers on behalf of the organization, using the **Certification Statement in Appendix B**. This copy should be clearly marked or differentiated from the other required copies of the offer by a notation in the lower left corner of the cover with the words **"Signed Original."** This copy will be retained for incorporation by reference in any contract resulting from this SFO. A certified copy of a board resolution granting such authority should be submitted for all corporations.

It is solely the responsibility of each prospective financial advisory firm to assure its offer [hard copy (printed) and electronic version] is delivered at the specified place and prior to the deadline for submission. Offers that, for any reason, are not so delivered will not be considered and those offerors will be notified.

The TSFC reserves the right to request clarification and modification of any offer prior to the contract award being made.

The offer must be valid for at least 120 days from the date of submission.

2.7 DETERMINATION OF RESPONSIBILITY

The TSFC must find the offeror:

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

Offerors should ensure their offers contain sufficient information for the TSFC to make its determination by presenting acceptable evidence of the above to perform the services called for by the SFO.

2.8 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

2.9 WITHDRAWAL OF OFFER

A prospective financial advisory firm may withdraw an offer that has been submitted at any time up to the date and time the offer is due. To accomplish this, a written request to withdraw the offer must be signed by the authorized representative of the financial advisory firm and submitted to the SFO Coordinator.

2.10 SUBCONTRACTORS

The TSFC shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for the scope of services referenced in the SFO or offer.

2.11 OFFER MATERIAL OWNERSHIP

All material submitted regarding and in response to this SFO becomes the property of the TSFC. Selection or rejection of an offer does not affect this right.

2.12 INCURRING COSTS

The TSFC is not liable for any costs incurred by prospective offerors prior to issuance of the contract. Costs associated with developing and submitting the offer, preparing for oral presentations, and any other expenses incurred by the offeror in responding to this SFO are

entirely the responsibility of the prospective financial advisory firm and shall not be reimbursed in any manner by the TSFC.

2.13 ERRORS AND OMISSIONS IN OFFER

The TSFC will not be liable for any errors in offers. The TSFC reserves the right to make corrections or amendments due to errors identified in offers by the TSFC or the offeror. The TSFC, at its option, has the right to request clarification or additional information from the offerors.

2.14 PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within an offer identified as such must be clearly marked in the offer and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-41 and applicable rules and regulations. Any offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.15 REJECTION OF OFFERS

Issuance of this SFO in no way constitutes a commitment by the TSFC to award a contract. The TSFC reserves the right to accept or reject, in whole or part, all offers submitted and to cancel this announcement.

2.16 CONTRACT AWARD, NEGOTIATIONS, AND EXECUTION

The contract will be awarded to the offeror whose offer accumulates the highest score as outlined in Section IV. The formal announcement of the selected financial advisory firm will occur on or about the date indicated in the Calendar of Events, Section 2.3. Negotiations may begin with the announcement of the successful offeror.

The TSFC reserves the right to request additional information and/or to negotiate certain clarifications with the prospective financial advisory firm selected through this SFO. The TSFC also reserves the right to contract for all or a partial list of services offered in the offer as well as to negotiate fees and terms of the contract.

The SFO and offer of the selected financial advisory firm will become part of any contract initiated by the TSFC. **In no event is a financial advisory firm to submit its own standard contract's terms and conditions as a response to this SFO.**

If the contract negotiation period exceeds ten (10) days or if the selected offeror fails to sign the final contract within three (3) business days of delivery, the TSFC may elect to cancel the award and award the contract to the next highest ranked offeror.

2.17 CORPORATION REQUIREMENTS

Prior to contract execution, the following requirements must be met:

- If the contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301 et seq. must be secured from the Louisiana Secretary of State.
- If the contractor is a for-profit corporation whose stock is not publicly traded, a disclosure of ownership form must be properly filed with the Louisiana Secretary of State.

2.18 CODE OF ETHICS

Offerors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics. Offerors must comply with the State Bond Commission rule regarding agreements by and between financial professionals for negotiated transactions.

2.19 BILLING AND PAYMENT

The financial advisory firm will submit itemized hourly billing statements for each file monthly and may request payment no more than quarterly. Such itemized statements must contain, at a minimum, the following information: (a) number of hours and portions of hour worked (figured to the nearest tenth of an hour); (b) identification of the individual(s) providing the service; (c) brief description of the service provided and the date on which it was done; (d) billing rate of the individual providing the service; (e) party requesting the service; and (f) charge for the service. Requests for reimbursement of expenses may be submitted for payment monthly and shall indicate the file for which the expense was incurred, type of expense, individual incurring the expense (if appropriate), and amount of expense budget remaining available for the file after payment of expense.

No work will be paid for unless it is approved in advance in accordance with the procedure outlined in the contract. Further, specific types of fees and expenses will not be considered as billable services in the contract. Billing review criteria will be established to ensure no payment is made for such fees and expenses. **Examples of fees and expenses that will be considered as non-billable in the contract are:**

- more than ten (10) hours per day or sixty-five (65) hours per week of work by any one person;
- “interoffice conferences,” “review of file,” or research on subjects on which a financial advisory firm may be expected to possess innate expertise (e.g., basic information on municipal and public finance);
- duplication of effort or “double-staffing” of a project;
- time spent on correspondence or on preparation of any written report or document, a copy of which is not provided to the TSFC at the time such document is generated or written;

- secretarial overtime, photocopying, and postage;
- meals in the city in which the firm's offices are located; and
- time spent on billing preparation and generation.

Note: The above list is not intended to be comprehensive but rather to be representative of the types of fees and expenses that will not be allowed.

Under normal circumstances, the TSFC should remit payment to the contractor within thirty (30) days of approval of invoices. Nevertheless, the TSFC reserves the right to negotiate that payment will be made from proceeds of the Bonds after they are issued. The TSFC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

2.20 CONFIDENTIALITY

All financial, statistical, personal, technical, and other data and information relating to the TSFC's operations that are designated confidential by the TSFC and made available to the contractor in order to carry out this contract, or that becomes 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 TSFC. Contractor shall not be required to keep confidential any data or information, that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

Additionally, under no circumstances is the contractor to discuss and/or release information to the media without prior express written approval of the Chairman of the TSFC or her designee.

2.21 DISQUALIFICATION

The TSFC reserves the right to verify all information provided by an offeror via direct contact with the offeror's prior clients and prior project personnel and offerors must agree to provide necessary authorizations for the TSFC to verify any of the offeror's previous work. As described elsewhere in this SFO, each offeror will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the offeror from further consideration.

SECTION III

3.0 SCOPE OF WORK

The TSFC wishes to engage a financial advisory firm to take an active role in advising it, as appropriate, on all aspects of work performed by every party in connection with the issuance of the Bonds. It will be necessary for the financial advisory firm to completely understand the TSFC's present and past debt situation, and to work with the TSFC to create and attain goals for sound management and placement of the Bonds.

Upon request, the financial advisory firm will assist the TSFC in its work on all debt-related matters that are submitted to the TSFC for approval or for inclusion on the TSFC's agenda.

The financial advisory firm will be retained on an "on-call basis" to perform its duties and provide its expertise to the TSFC, bond counsel, underwriters, and other participants.

The financial advisory firm may be asked to provide services such as:

1. Assist in planning, marketing, and evaluating the TSFC's issuance of the Bonds. Assist the TSFC in meeting its marketing strategy while assuring efficiency of the proposed issuance of the Bonds;
2. Review and advise on information contained in preliminary and final official statements, notices of sale, and other documents and material required to facilitate the sale of a debt issue and attend meetings as necessary;
3. Advise on market conditions and provide information on other major national, state, and local debt issuances that may coincide or compete with the TSFC's debt issuances;
4. Assist in the planning of a negotiated sale. Review the financial feasibility of the Bonds and assist in structuring an appropriate debt structure to meet the TSFC's needs;
5. Provide guidance on the position the TSFC should take with respect to regulatory constraints imposed by Congress and the U. S. Treasury including, but not limited to, Internal Revenue Service rules and policies;
6. Assist in preparing presentations and representing the interests of the TSFC to credit rating agencies, credit enhancement providers, trustees, and paying agents;
7. Provide a post-sale evaluation of the Bonds (interest cost compared to other issues sold that day, responsiveness of participants, subscription for the issue, etc.);
8. Advise on matters concerning disclosure requirements for debt issued by the TSFC;
9. Assist in the development of a marketing strategy and an overall investor relations program; and
10. Provide current information and backup on a broad range of financial, legal, and business areas as they relate to the Bonds. Initiate and handle any research and analytical projects that are necessary to meet the TSFC's objectives and goals outlined above.

SECTION IV

4.0 OFFER EVALUATION AND SELECTION PROCESS

It is required that all prospective financial advisory firms refrain from contacting TSFC members or State employees or officials regarding the SFO during the offer review and selection process. Failure to adhere to this restriction will result in the offeror being removed from selection consideration.

4.1 PRELIMINARY SCREENING

Each offer will be screened for compliance with the offeror qualifications and mandatory requirements as defined in Section 1.4. Failure to meet these qualifications and requirements will eliminate the offer from further consideration. To insure full consideration, offerors should study carefully the instructions outlined in Section 4.3, which contain required information for submission.

4.2 EVALUATION CRITERIA

Each offer will be reviewed, evaluated, and graded by an evaluation committee according to the following criteria with a maximum of one hundred points awarded.

4.2.1 OFFEROR QUALIFICATIONS AND STAFFING

The maximum possible score for this criterion is **45 POINTS**. The evaluation committee will consider qualifications and experience level of the firm, as well as its individual staff members, in performing financial advisory work for tobacco-settlement asset-backed bonds. This will be based upon the information contained in the offer and upon information obtained from references for comparable past work of assigned personnel.

4.2.2 WORK MANAGEMENT PLAN

The maximum possible score for this criterion is **40 POINTS**. The evaluation committee will consider whether the work management plan demonstrates a thorough understanding of the TSFC's present economic and financial condition and accurately reflects the work that must be performed by a financial advisor in order to meet the TSFC's objectives.

4.2.3 COST

The maximum possible score for this criterion is **15 POINTS**. Cost offers will be scored proportionally, based on variance from the lowest total cost offered. The cost evaluation will be based on the total cost submitted by the offeror on the Cost Offer Worksheet (Appendix A).

The lowest cost offer will be determined by calculating cost points using the following formula:

Cost points = (lowest total cost offer/specific offeror's total cost offer) x point factor

4.3 OFFER CONTENT AND FORMAT

The offer must comply with the content and format criteria listed below:

- Required information is presented as outlined in Sections 4.3.1 - 4.3.5.
- The number of pages is limited to twenty (20).
- Promotional addenda may be included if limited to five (5) pages.
- Offer must be bound in one (1) volume.
- Ten (10) hard copy printed copies and one (1) copy of the electronic version of the offer must be submitted in a sealed envelope identified as:

**OFFER TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE
TOBACCO SETTLEMENT FINANCING CORPORATION**

Name of Firm

Name, Address & Telephone of Contact Person

4.3.1 EXECUTIVE SUMMARY

This section should include a summary of the offeror's qualifications and ability to meet the TSFC's overall requirements. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the offer have performed work.

4.3.2 FIRM EXPERIENCE, QUALIFICATIONS, AND OFFERED STAFF

Place of Incorporation or Formation and Years of Experience

The offeror must provide the firm's date and state of incorporation or formation, years in business, and years of firm's experience (not the individual employees' or managers' experience) as a financial advisory firm. The location of all offices at which the firm performs public finance activities in general and financial advisory services in particular should be listed. Firms must be listed in the Fall 2012 edition, or will be listed in the Spring 2013 edition, of "The Bond Buyer's Municipal Marketplace Directory".

Qualifications and References

The offeror must describe the firm's qualifications and experiences that demonstrate its capability to serve as the financial advisor to the TSFC in connection with the Bonds. Provide a list of five (5) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional reputation in acting as financial advisor to issuers of tobacco settlement asset-backed bonds. Contracts from 2000 through present, as well as any other information that would demonstrate the firm's understanding and experience in providing financial advice on the subject of tobacco settlement asset-backed bonds should be identified. Any issuers of municipal or public debt within the State for whom the firm currently serves as underwriter or financial advisor should be listed, along with a brief description of the firm's role for such issuers as well as the anticipated length and activity level of the firm's future involvement with those issuers.

Organization of Firm/Department and Professional Staff

The offeror must provide a description of how the firm or a specific department to provide financial advisory services is organized. Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing financial advisory services to the TSFC as well as the functions to be performed by each. Full resumes of each person, including names, positions, education, and public finance experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with TSFC board members or employees or elected officials of the State or local governmental entities in Louisiana.

Research and Technical Support

The offeror must describe the firm's capabilities relative to research and technical support in the public finance area that would be used in connection with the services to be provided. Include information regarding the availability of the following types of expertise or backup as applicable: economist, trading staff or information, location of offices in financial centers, electronic data processing capabilities and staff, research staff and facilities, and legal department.

Rating and Ranking

The offeror must list any ratings or rankings (both as to dollar volume and as to total number of issues) of the firm during the last five years as a provider of financial advisory services, including any given by Securities Data Company, Inc.

Credit Information and Financial Statements

The offeror must provide a current Dun & Bradstreet report or other national business credit bureau report, a current banking reference with a money center bank and/or a bank located in Louisiana, two trade credit references, and audited financial statements for the current and the two previous years. If such information is not available, provide an explanation.

Criminal Proceedings/Investigations/Securities Law Violations

The offeror must give a brief description of any criminal proceeding, criminal investigation, or other oversight entity's investigation of alleged securities laws violations involving the firm or any professionals in the firm who may be involved in providing the services. *Note:* This requirement is exempt from the 20 page limitation specified in Section 4.3.

Rule No. 1993-A of the State Bond Commission

The offeror must review the rule and provide an affirmative statement of the firm's ability to comply with it.

4.3.3 WORK MANAGEMENT PLAN

This section must summarize the firm's plan and approach to providing the services, including a statement of how the work would be organized, managed, and implemented, and a timetable, if appropriate. An explanation of the firm's technical and computer capabilities (hardware and software) should be included along with an explanation of how those capabilities would be utilized in performing the services.

4.3.4 COST OFFER

Based on the Scope of Work outlined in Section III of this SFO, the cost offer must indicate the hourly rates, both the standard and SFO quoted rate, of the various staff members expected to be involved in providing services. The cost offer must specify the proposed maximum reimbursable expenses that will be eligible according to the billing criteria specified in Section 2.19. The "blended" hourly rate will result from averaging hourly rates and reimbursable expenses. The "blended" hourly rate should be multiplied by the projected contract hours to obtain the total cost ceiling for the cost offer.

The TSFC will establish a cap or maximum for the fees and expenses payable over each term of the contract by multiplying the "blended" hourly rate by an annual total of 800 hours.

NOTE: The TSFC believes 800 hours is a reasonable estimate of the number of hours for which services will be provided for the Bonds and should provide a realistic basis upon which a maximum may be set.

The offeror must provide this information in the format defined in APPENDIX A. Any offer not in this format will be disqualified.

4.3.5 CERTIFICATION STATEMENT

At least one (1) copy of the offer must contain the original signature of a company official or agent duly authorized to sign offers or contracts on behalf of the organization, using the **Certification Statement in Appendix A.**

4.4 EVALUATION PROCESS

The Committee will score each written offer. The highest three (3) scoring offers may be asked to provide clarification on offered cost/services, may be invited to make oral presentations to the Committee and to answer any questions from the Committee.

No preliminary conclusions or results will be given out to offerors until the Committee has completed the entire evaluation process and the formal announcement of the selected offer has been made.

4.5 ORAL PRESENTATIONS

If the Committee extends invitations for oral presentations, the offerors selected for final evaluation will be expected to accept the invitation and make an oral presentation to the executive Committee at a meeting to be held in Baton Rouge. Offerors may be asked to provide clarification on corporate background and experience; offered staff's experience; research and technical support capabilities and staffing; pending investigations and lawsuits; financial position and activities; views on market trends, etc. Offerors are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the offer document may be formally recorded in the contract.

4.6 FINAL SCORING

If oral presentations are conducted, those presentations will be graded by the Committee separately from the previously submitted written offers on the basis of information obtained from the offerors' oral presentations and references with a maximum point value of 20 points being awarded. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

4.7 FINAL SELECTION

The Committee will make a recommendation to be approved by the TSFC. Upon approval by TSFC, a formal announcement of the selected firm will be made, and all offerors will be notified. Contract negotiations should begin by Monday, March 18, 2013. The successful firm will be expected to sign a contract with the TSFC.

COST OFFER

The cost offer must indicate the hourly rates, both the standard and SFO quoted rate, of the various staff members expected to be involved in providing services. The cost offer must specify the proposed maximum reimbursable expenses which will be eligible according to the billing criteria specified in the SFO. The “blended” hourly rate will result from averaging hourly rates and reimbursable expenses. The “blended” hourly rate should be multiplied by the projected contract hours (800) to obtain the total cost ceiling for the cost offer.

Staff Member	Title	Standard Hourly Rate	SFO Quoted Hourly Rate

List expenses not included in the hourly rates and indicate the basis for which expenses will be charged. *(Refer to Section for listing of expenses which are not eligible for reimbursement.)*

Total Allowable Expenses \$ _____

Blended Hourly Rate for contract: \$ _____ X **800 hrs.** = \$ _____

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The TSFC requires that the offeror designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: _____ Official Contact Name: _____

A. Phone Number with area code: (_____) _____

B. E-mail Address: _____

C. Facsimile Number with area code: (_____) _____

D. US Mail Address: _____

Offeror certifies that the above information is true and grants permission to the TSFC to contact the above named person or otherwise verify the information I have provided.

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

- (1) The information contained in its response to this SFO is accurate;
- (2) Offeror complies with each of the mandatory requirements listed in the SFO and will meet or exceed the requirements specified therein;
- (3) Offeror accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO;
- (4) Offeror’s quote is valid for at least 120 days from the date of submission of offer;
- (5) Offeror understands that if selected as the successful offeror, he/she will have three (3) business days from the date of delivery of the final contract in which to execute the final contract document.
- (6) Offeror provides authorization for the TSFC to verify work performed for prior clients.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____