

**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT**



REQUEST FOR PROPOSALS

FOR

PROPERTY INSURANCE CONSULTANT

RFP # UW-03

Release Date: July 18, 2011

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1. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit a proposal for selection of a property insurance consultant to provide services described in Attachment I.

1.2 Background

The Office of Risk Management was created within the Office of the Governor, Division of Administration by R. S. 39:1527, et seq, in order to provide a comprehensive risk management program for the State.

The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. R.S. 39:1527, et seq, further designates ORM to be solely responsible for all property and casualty and workers' compensation insurance purchased by ORM or self-insured by ORM for all State Departments, Agencies, Boards and Commissions.

The ORM website can be found at <http://doa.louisiana.gov/orm>

A summary of the current coverage handled by ORM can be found at <http://doa.louisiana.gov/orm/pdf/UWsummary2010-11.pdf>

1.3 Scope of Services

Attachment I details the scope of services, deliverables, and desired results that ORM requires of the Consultant.

2. ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **September 1, 2011** and to continue through **August 30, 2012**.

2.2 Pre-Proposal Conference

A mandatory pre-proposal conference will be conducted in **Room 1-142 Montana Room** of the Claiborne Building, 1201 N. Third Street, Suite G-192, Baton Rouge, Louisiana beginning at 9:30 A.M. Central Time on the date specified in the Calendar of Events (see Section 2.5).

A representative of each prospective proposer must attend the pre-proposal conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Attendance of proposers will be verified by the use of a sign-in sheet at the beginning of the pre-proposal conference. There is no limit to the number of individuals representing a particular proposer that may attend this pre-proposal conference. In the case of joint proposals and subcontract arrangements, it is not necessary for representatives of subcontractors to attend. The conference will continue until all proposer questions have been answered.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be posted in electronic form at the State of Louisiana Office of Risk Management website <http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

2.3 RFP Coordinator

This RFP is available in electronic form at the State of Louisiana Office of Risk Management website <http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. A hard copy can also be obtained upon request.

RFP Coordinator: Bonnie Fuller

<u>Postal Address</u>	<u>Street Address</u>
Office of Risk Management Post Office Box 91106 Baton Rouge, Louisiana 70821-9106	Office of Risk Management Claiborne Building, Suite G-192 1201 North Third Street Baton Rouge, Louisiana 70802
PHONE: (225) 342-8659 EMAIL: Bonnie.Fuller@la.gov	

2.4 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed in Section 2.3.

ORM will consider written inquiries and requests for clarification of the content of this RFP from potential proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. ORM reserves the right to modify the RFP should a change be identified that is in the best interest of ORM.

Official responses to the questions presented by the proposers will be posted by the last date to respond to proposer inquiries as indicated in the Schedule of Events at <http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for responses to proposer's inquiries and other addenda to the RFP, if any.

Only Julian S. "Bud" Thompson, Jr., State Risk Director, has the authority to officially respond to proposer's questions on behalf of ORM. Any communications from any other individuals are not binding.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP Release Date (10:00 am CST)	<u>July 18, 2011</u>
Pre-Proposal Conference (9:30 am CST)	<u>July 25, 2011</u>
Deadline for Receipt of Written Inquiries (4:00 pm CST)	<u>August 1, 2011</u>
Issue Responses to Written Inquiries	<u>August 10, 2011</u>
Proposal Submission Deadline (4:00 pm CST)	<u>August 17, 2011</u>
Announce Award of Consultant Selection	<u>September 1, 2011</u>
Estimated Contract Execution	<u>September 7, 2011</u>

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

2.6 Definitions

- **Consultant:** A proposer awarded the contract
- **May:** Indicates information which the proposer is allowed to include but is not mandatory
- **Must, Will, Shall:** Indicates a mandatory requirement. Failure to meet these requirements shall result in the elimination of a proposal from consideration.
- **ORM:** The State of Louisiana, Office of Risk Management
- **Proposer:** A company submitting a proposal in response to this RFP
- **RFP:** Request for Proposals
- **Should:** Indicates a requirement which is recommended but not mandatory
- **State:** The State of Louisiana

3. PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4 (Response Instructions). The fully completed proposal with original signatures by an authorized representative must be received in hard copy by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. **Fax or Email submissions are not acceptable.**

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 Minimum Qualifications

Proposers of this RFP must meet the following minimum requirements. Failure to respond to or comply with any of the following will result in disqualification of the proposal.

1. The proposer and/or key personnel must have a minimum of five (5) years consulting experience with property insurance program development and design.
2. The proposer must have experience in property program development and design for public entity accounts comparable in size and complexity to the State of Louisiana. Two (2) specific examples of such experience must be included as part of the proposal. Reference information including the organization name, contact name, title, address, telephone number, and email address must be listed for each example.

3.3 Determination of Responsibility

Determination of the Consultant's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code Title 34, Part V, Section 136 (Determination of Responsibility). ORM must find that the Consultant:

- 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 ORM to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.4 Right to Prohibit Award

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

3.5 RFP Addenda

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted at <http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

ORM 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. It is the responsibility of the proposer to check the website for any addenda to this RFP.

3.6 Waiver of Administrative Informalities

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

3.7 Proposal Rejection/RFP Cancellation

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

3.8 Withdrawal of Proposal

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

3.9 Subcontracting Information

ORM shall have a single Consultant as the result of any contract negotiation, and that Consultant shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. However, the Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposal should identify any subcontractor relationships and include specific designations of the tasks to be performed, and staff to be provided, by the subcontractor. It is in the proposer's best interest to submit sufficient information for ORM to evaluate proposed subcontractors who are an integral part of the contract. Copies of any agreements to be executed between the proposer and

subcontractor(s) should be included in the proposal. ORM reserves the right to request additional information.

Unless provided for in the contract with ORM, the Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of ORM.

3.10 Ownership of Proposal

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

3.11 Proprietary Information

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

3.12 Cost of Preparing Proposals

ORM 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 are entirely the responsibility of the proposer and shall not be reimbursed in any manner by ORM.

3.13 Errors and Omissions in Proposal

ORM shall not be liable for any errors in proposals. ORM reserves the right to make corrections or amendments due to errors identified in proposals by ORM or the proposer. ORM, at its option, has the right to request clarification or additional information from any proposer.

3.14 Contract Award and Execution

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

The RFP and proposal of the selected proposer shall become part of any contract initiated by ORM.

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

If the contract negotiation period exceeds ten (10) business days or if the selected proposer fails to sign the final contract within five (5) business days of delivery, ORM may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.15 Code of Ethics

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

4. RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Companies who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section.

The fully completed proposal must be delivered at proposer's expense and received, in hard copy (printed) and electronic version, by the RFP Coordinator on or before 4:00 PM Central Time on the date specified in the Schedule of Events. The electronic version may be on CD or USB Flash drive.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.

For courier delivery, the street address is 1201 N. Third Street, Claiborne Building Suite G-192, Baton Rouge, LA 70802, and the telephone number is (225) 342-8500.

It is solely the responsibility of each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposer is solely responsible for ensuring that its courier service provider (if used) makes inside deliveries to our physical location. ORM shall not be responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposals received after the deadline will not be considered.

Proposers should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

ORM requests that **five (5)** of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization using the **Certification Statement**. The original should be clearly marked or differentiated from the copies. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposer should submit a proposal as specified in **Attachment II**. It should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

5. EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by ORM, which will determine the proposal most advantageous to ORM taking into consideration price and the other evaluation factors set forth in the RFP. No preliminary conclusions or results will be given out until the Evaluation Team has completed the entire evaluation process and the formal announcement of selected proposer has been made.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with the administrative and mandatory requirements as specified in Section 3.2 of this RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 Clarification of Proposals

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

5.4 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal and the criteria listed in Sections 4.2 and Attachment II.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Points
1. Experience and Staff Qualifications	150
2. Approach & Methodology	75
3. Cost	75
Total	300

Each proposer will receive a cost score computed as follows:

The cost proposals will be evaluated on fixed cost. The most points will be awarded to the proposer that has the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the proposal with the lowest cost. The formula will be as follows:

$$\frac{\text{Lowest Cost (Constant)}}{\text{Other Cost Proposal}} \times \text{Maximum Points for fixed cost (75)} = \text{Score}$$

The Evaluation Team will compile the scores and make a recommendation to the head of ORM on the basis of the responsive and responsible proposer with the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Consultant

ORM will notify the successful proposer and proceed to negotiate terms for a final contract. Unsuccessful proposers will be notified in writing accordingly.

6. SUCCESSFUL CONSULTANT REQUIREMENTS

6.1 Corporation Requirements

If the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall obtain a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana Secretary of State upon the award of the contract.

If the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall file a disclosure of ownership form and, if outside of Louisiana, a certificate of authority is properly filed with the Louisiana Secretary of State upon the award of the contract.

6.2 Consultant and Sub-Contractors

The Consultant will be responsible for contract performance when subcontractors are used. Subcontractors must abide by all terms and conditions of the contract.

6.3 Billing and Payment

The Consultant will submit monthly billings based on the contract rates. These monthly billings will be supported by time sheets and current written status reports describing the work completed and current status of work in progress. The Consultant will not be compensated for more than the total cost proposed in the Consultant's response to the RFP.

Under normal circumstances, ORM should remit payment to the Consultant within thirty (30) days of approval of invoices. ORM 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.

6.4 Confidentiality

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

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

6.5 Board Resolution

The Consultant, if a corporation, shall secure and attach to the contract a formal, dated Board Resolution indicating the company official/agent is a corporate representative and authorized to sign said contract.

6.6 Prohibition of Broker Insurance Bid Quotations

The Proposer selected as the Consultant under this RFP will be prohibited from bidding directly or participating as a subcontractor on any property and/or flood insurance coverage that ORM solicits with a coverage effective date prior to July 1, 2014. This prohibition also applies to the parent corporation or other entities with significant financial interest, or any other entity closely affiliated with Proposer as determined by ORM.

ATTACHMENT I
SCOPE OF SERVICES

1. Overview

The purpose of this RFP is to secure an experienced, qualified company to provide property insurance consulting services to assist ORM in fulfilling its role of ensuring proper protection of the State of Louisiana's assets on behalf of the State's citizens and taxpayers. The successful bidder will be expected to provide ORM with options and recommendations regarding structure, coverage, procurement methods, and any other aspects necessary to improve Louisiana's property insurance program, resulting in more effective utilization of funds.

The selected company shall provide professional services and qualified personnel to perform the duties indicated below.

2. Tasks and Services

- A.** Review and thoroughly evaluate the State's current property program, with emphasis on the structure, limits, premiums, and scope of coverage. Examples of items to be evaluated are as follows:
- Self-insurance policy and commercial insurance contracts, including excess reinsurance policies and NFIP flood policies
 - Level of risk retention (SIR) and risk transfer in the current program
- B.** Review and thoroughly evaluate the State of Louisiana's Schedule of Property Values, i.e. all buildings and contents insured through ORM. Examples of items to be evaluated are as follows:
- Types and uses of structures
 - Location and concentration of assets
 - COPE data
- C.** Review and thoroughly evaluate ORM's enabling statutes and Louisiana's Procurement Code.
- D.** Review current market conditions and insurance companies specifically related to property insurance.

3. Deliverables

- A.** Written recommendations regarding ORM property coverage shall be delivered by February 15, 2012. Items to be included (at a minimum):
- a. Recommendations regarding separation/segregation of specific property and the proposed structure of the program,
 - b. Catastrophe modeling reports, including flood, wind, and hurricane, populated with the State's data.
 - c. Information on programs and products capable of meeting the State's re-insurance needs and program goals.
 - d. Current and future risk transfer options for the State.
- B.** Written recommendations regarding short-term changes to the procurement process shall be delivered by January 15, 2012. Long-term changes to the procurement process, including proposed changes to legislation and administrative rules shall be delivered by the end of the contract term.
- C.** Written evaluation of results of procurement of coverage effective July 1, 2012, to include revisions and additional recommendations as needed.

- D. Monthly status report reflecting time spent and activities performed shall be delivered, along with the payment invoice, by last working day of each month.
- E. A final report, consisting of the results of all completed projects that have not yet been reported to ORM and any final recommendations, shall be delivered no later than two (2) weeks prior to the termination date.

ATTACHMENT II
PROPOSAL INFORMATION

Proposal information should be organized and presented in the order indicated below. The headings and subheadings should be separated by tabs.

Tab 1 Cover Page and Executive Summary

Tab 1,A Cover Page and Administrative Information

Tab 1,B Contract Compliance/Modifications

Tab 2 Response to Minimum Requirements

Include completed Minimum Requirements Statement (see Attachment V). All required documentation to be submitted with Attachment V shall be placed in the order that the requirements are numbered.

Tab 3 Experience

Tab 3,A Corporate Background

Tab 3,B Additional Consulting and Public Entity Experience

Tab 3,C Current and Past Project References

Tab 4 Proposed Project Staff

Tab 4,A Key Staff and Resumes

Tab 4,B Accessibility of Staff

Tab 4,C Subcontractor Information

Tab 5 Approach & Methodology

Tab 6 Cost Proposal Form (See Attachment IV)

Tab 7 Additional Forms Required

Certification Statement (see Attachment III)

Certified Copy of Board Resolution

1. Cover Page and Administrative Information

- A. This section should serve to introduce the purpose and scope of the proposal. It should include a cover letter (on proposer's official business letterhead) explaining the intent of the proposer. Include company name, address, phone and fax numbers of the contact person, signatures of company officials/agents duly authorized to sign proposals or contracts on behalf of the organization. This section should also include a summary of the proposer's qualifications and ability to meet ORM's overall requirements.
- B. It should include a positive statement of compliance with the sample contract terms as shown in Attachment VI. Final wording of the contract terms will be resolved during contract negotiations. Refer to section 3.13.

2. Response to Minimum Qualifications (See Attachment V)

3. Corporate Background, Experience and References

- A. The proposer should give a brief description of their company including the following: a brief history, corporate structure and organization, number of years in business, size, scope, capability, and areas of specialization. Copies of financial statements for the last three (3) years, with at least one audited by an independent CPA (with management letter attached) must be included in the proposal. The financial statements should be detailed enough to analyze and assess the company's financial position. Identify the parent corporation or other entities with significant financial interest in the proposer.
- B. Describe the experience and capabilities of the proposer in providing similar services to those listed in Attachment I, Scope of Services. Be specific and identify projects, dates, and results. Provide detailed information regarding any past experience, including number of years, with public entity organizations. Describe direct experience, including number of years, with any direct consultation with governmental entities.
- C. In addition to the documentation required for the Response to Minimum Qualifications section, proposers must include in their proposals a list of other consulting projects ongoing or completed within the last three (3) years. For each project, the proposer must include the organization name, contact name, title, address, telephone number, and email address. ORM will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. If subcontractors are proposed, provide the above information for each subcontractor.

4. Proposed Project Staff

- A. Identify by name and provide resumes describing the education and work experience for each of the key staff who would be assigned to the contract. Provide titles, professional designations, area(s) of expertise, and number of years of experience.
- B. Identify the primary point of contact and backup point of contact. Identify the location, and the hours of operation, of the office that will service this contract.
- C. If subcontractor(s) will be used, clearly identify any subcontractor arrangements. Information required of the proposer, as described in this Attachment, is also required for each proposed subcontractor.

5. Approach and Methodology

Briefly communicate proposer's understanding of the nature of the project and how their proposal will best meet the needs of ORM. Specifically identify the proposed number of hours needed along with a high-level work plan that will be used to complete the project.

6. Cost Information

Provide the hourly rate (including travel and all project expenses), number of hours, and the total cost for services required in this RFP as identified in Attachment I, Scope of Services. Proposer shall utilize Attachment IV to provide the cost information.

7. Additional Required Forms

- A. Certification Statement (Attachment III)
- B. Certified copy of Board Resolution granting company officials/agents the authority to sign proposals/contracts on behalf of the organization.

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. ORM requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below:

Date: _____ Official Contact Name: _____

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

B. E-mail Address: _____

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

D. US Mail Address: _____

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

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

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

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

ATTACHMENT IV
COST PROPOSAL FORM

Provide the hourly rate, including travel and all project expenses, and the maximum annual contract amount for the Consultant's services identified in Attachment I, Scope of Services.

Company Name: _____

Hourly Rate (including all travel and project expenses): _____

Number of Hours: _____

Total Cost: _____

Authorized Signature: _____

The above proposed cost must be firm for ninety (90) days.

ATTACHMENT V
MINIMUM QUALIFICATIONS STATEMENT

Proposers who are interested in providing consulting services under this RFP must respond to the following questions as well as attach required documentation.

YES	NO		QUESTIONS	REQUIRED DOCUMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	1.	Does the proposer and/or key personnel have a minimum of five (5) years consulting experience with property insurance program development and design?	Include this information as part of Tab 2: Response to Minimum Qualifications
<input type="checkbox"/>	<input type="checkbox"/>	2.	Does the proposer have experience in property program development and design for public entity accounts comparable in size and complexity to the State of Louisiana? Two (2) specific examples of such experience must be included as part of the proposal.	

ATTACHMENT VI
INSURANCE CONSULTING SERVICES CONTRACT

On this *(Date)* day of *(month)*, *(year)*, the Office of Risk Management, hereinafter sometimes referred to as "ORM", and *(Consultant's name and legal address including zip code)*, hereinafter sometimes referred to as the "Consultant", do hereby enter into a contract under the following terms and conditions.

1. TERM OF CONTRACT

The term of the contract shall begin on _____ and shall end on _____. ORM has the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.

2. STATE PROJECT COORDINATOR

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

3. PAYMENT TERMS

In consideration of the services required by this Contract, ORM hereby agrees to pay the Consultant a maximum hourly rate of \$_____ per documented hours of work on this contract. Consultant will not be compensated for more than the total cost proposed in the Consultant's response to the RFP. Payments are predicated upon successful completion and written approval by ORM of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Consultant after written acceptance by ORM of the tasks and approval of an invoice. ORM will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract. Payment will be made only on approval of the State Risk Underwriting Manager.

During the execution of tasks contained in the Attachment I, Scope of Services, the Consultant may submit invoices, not more frequently than monthly.

4. TAXES

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

5. TERMINATION FOR CAUSE

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

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of ORM to comply with the terms and conditions of this contract provided that the Consultant

shall give ORM written notice specifying ORM's failure and a reasonable opportunity for ORM to cure the defect.

6. TERMINATION FOR CONVENIENCE

ORM may terminate the Contract at any time by giving thirty (30) days written notice to the Consultant Of such termination, or negotiating with the Consultant an effective date of termination. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7. 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.

8. 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.

Consultant shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana and ORM from suits, actions, damages and costs of every name and description relating to personal injury and property damage caused by Consultant, its agents, employees, partners or subcontractors, without limitation, provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of ORM.

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, even if each 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.

9. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524 -1526.

10. OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Consultant by ORM shall remain the property of ORM, and shall be returned by Consultant to ORM, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of ORM, and shall, upon request, be returned by Consultant to ORM, at Consultant's expense, at termination or expiration of this contract.

11. FUND USE

Consultant 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.

12. ASSIGNMENT

No Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of ORM. This provision shall not be construed to prohibit the Consultant 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 ORM.

13. RIGHT TO AUDIT

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

14. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and 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 Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

15. 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.

16. INSURANCE

The proposer shall maintain the insurance as shown in Exhibit A attached to this contract for the full term of the contract. Failure to comply shall be grounds for termination of this contract.

17. COMPLETE CONTRACT & ORDER OF PRECEDENCE

This contract together with the RFP and Consultant'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 Consultant's Proposal.

18. 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.

19. LIMITATION OF LIABILITY

Consultant shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 Consultant, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Consultant 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. Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

In no event shall Consultant, its affiliates, employees, actuaries, agents, and brokers, be liable to the State for any incidental, special, punitive, or consequential damages of any kind (including without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to Consultant in connection with the services provided under this contract. The provisions of this paragraph shall survive the expiration or termination of this contract.

20. APPLICABLE LAW

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

21. CODE OF ETHICS

The Consultant 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 Consultant 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.

22. LIAISON

The Consultant will designate one or more persons from their staff who shall have the duty of acting as a point of contact with ORM to assure the expeditious execution of this agreement.

23. SECURITY

The Consultant will at all times comply with all security regulations in effect at ORM which are made known to the Consultant.

24. RECORD RETENTION

The Consultant agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R. S. 44:1 et seq.

25. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to ORM's operation which are designated confidential by ORM and made available to the Consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be

protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to ORM. The identification of all such confidential data and information as well as ORM's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ORM in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by ORM to be adequate for the protection of ORM's confidential information, such methods and procedures may be used, with the written consent of ORM, to carry out the intent of this paragraph. The Consultant 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 Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

26. SUBCONTRACTORS

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

27. PROHIBITION OF BROKER INSURANCE BID QUOTATIONS

The Consultant will be prohibited from bidding directly or participating as a subcontractor on any property and/or flood insurance coverage that ORM solicits with a coverage effective date prior to July 1, 2014. This prohibition also applies to the parent corporation or other entities with significant financial interest, or any other entity closely affiliated with Proposer as determined by ORM.

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

CONSULTANT:

STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT:

By:

Title:

Date:

EXHIBIT A

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Consultant's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

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

3. **Automobile Liability**

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

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Consultant, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. ORM, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Consultant. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to ORM.

- b. The Consultant's insurance shall be primary as respects ORM, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by ORM shall be excess and non-contributory of the Consultant's insurance.
- c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against ORM, its officers, agents, employees and volunteers for losses arising from work performed by the Consultant for ORM.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Consultant or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to ORM. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Consultant's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Consultant from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against ORM for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to ORM, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Consultant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

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

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

Upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, this contract, at the election of ORM, may be suspended, discontinued or terminated. Failure of the Consultant to purchase and/or maintain any required insurance shall not relieve the Consultant from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Consultant shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. ORM reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

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