

GREATER NEW ORLEANS EXPRESSWAY COMMISSION



Request for Qualifications and Request for Proposals

For

**Employee Benefits Producer and
457(b) Retirement Plan Administrator Consultant**

2022-001A

March 18, 2022

Responses Due: 12:00 pm Central, May 13, 2022

**To: Human Resources Office
Greater New Orleans Expressway Commission
3939 North Causeway Blvd., Suite 400
Metairie, LA 70002**

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I. Introduction

The Greater New Orleans Expressway Commission (hereinafter referred to as GNOEC) through this Request for Qualifications and Request for Proposals for Employee Benefits Insurance Producer and Retirement 457(b) Plan Administrator Consultant (hereinafter referred to as RFQ and RFP) will evaluate and select as denoted in the Scope of Services section of this RFQ and RFP a bona fide, qualified (a) Producer to market and provide quotes for its employee benefit (EB) insurance program and (b) an employee retirement 457(b) Plan Administrator Consultant. GNOEC may select the same provider for both the EB Insurance Producer and Consultant services or, if deemed appropriate and desirable to GNOEC, select a different provider for the EB Insurance Producer and Consultant services. A respondent may choose to respond to the services related to EB Insurance Producer (Attachment A) and/or the services related to 457(b) Plan Administration Consultant (Attachment B).

GNOEC is interested in continuing to provide a wide array of well-designed employee benefits that are cost effective and offered through well recognized insurance carriers to its employees and retirees. The successful Respondent will provide excellent customer service and support employees' benefit participation. For ease of administration and in an effort to maintain similar benefits, costs and provisions, GNOEC requests that respondents to this RFQ and RFP offer the same or better terms, coverage levels, and costs for the duration of the GNOEC contracts. In the interest of competitive responses, current program costs, rates, and premiums will not be provided as part of this RFQ and RFP.

All communications concerning this RFQ and RFP or the RFQ and RFP process shall be directed in writing via email to GNOEC's Designated Contact Person. (See also RFQ and RFP Section IX.A.) Respondents shall not contact any GNOEC elected and appointed officials, agents, directors, servants, employees, or volunteers, including GNOEC Commissioners, regarding any matter related to this RFQ and RFP during the RFQ and RFP process. Violation of this condition may result in rejection of a Respondent's proposal.

II. Background Information

GNOEC is located in Jefferson and St. Tammany Parishes, Louisiana, and specific information about GNOEC can be obtained through its website at www.thecauseway.us. GNOEC maintains administrative, maintenance, communications, bascule, tolls and police departments and any other departments necessary to maintain the twenty-four miles on the "World's Longest Bridge." GNOEC is a political subdivision; GNOEC's employee benefits are not governed by ERISA.

Additional information about GNOEC can be found at <http://www.thecauseway.us>.

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III. Definitions

Insurance Producer of Record (POR or PRODUCER) Services means those services required of an Insurance Producer who possesses specialized knowledge, experience and expertise similar in nature and complexity to the project outlined in this Request for Proposals.

457(b) Retirement Plan Administrator Consultant (Consultant) Services means those services required of a consultant to a 457(b) Plan Administrator who possesses specialized knowledge, experience and expertise similar in nature and complexity to the project outlined in this Request for Proposals.

Request for Qualifications and Request for Proposals (hereinafter referred to as RFQ and RFP) means the written Request for Qualifications and the Request for Proposals from GNOEC to contract with qualified POR and 457(b) Plan Administrator Consultant services for a specified period as noted below, inclusive of pertinent information related to the RFQ and RFP evaluation and selection process.

Proposal means the written response to the RFQ and RFP submitted to GNOEC in the specified number of copies and form requested.

Respondent, Proposer, or Contractor means a firm that submits a Proposal in response to this RFQ and RFP.

IV. Notice to Respondents

Confidentiality of trade secrets and proprietary information in contract documents

All documents submitted to GNOEC are subject to the Louisiana Public Records Law, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Respondent deems any document submitted to GNOEC under this RFQ and RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:3.2, 44:4 or 44:4.1, or other provisions of law, the Respondent shall clearly mark the documents as "Confidential" prior to delivering or making them available to GNOEC.

(1) If GNOEC receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Respondent of such request;

(2) If any action is commenced against GNOEC under the Louisiana Public Records Law, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Respondent or any other person asserting the confidentiality privilege of such documents shall take such action as it deems necessary to defeat such request and will defend, indemnify and hold GNOEC harmless from any costs, damages, penalties or other consequences of GNOEC's refusal to disclose or produce such documents. Failure of the Respondent to timely intervene and obtain a protective order in such legal action will authorize GNOEC to voluntarily provide the information for disclosure under the supervision of the court;

(3) GNOEC assumes no liability for disclosure or use of any document or portion of this RFQ and RFP that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Law, and may use or disclose such unmarked documents as public records; and,

(4) Respondent shall mark the cover sheet of the Proposal with the following legend in bold type, specifying the pages of the Proposal which are to be restricted in accordance with the conditions of the legend:

“DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION. The data contained in Pages _____ of the Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in

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connection with the submission of this Proposal, GNOEC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit GNOEC's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL.**"

Respondent shall not mark the entire Proposal "confidential" or as information constituting an exception to Louisiana's Public Records Law. If an entire response, submittal or Proposal is so marked, GNOEC shall not consider the Proposal for an award of the contract.

Nothing herein shall prohibit GNOEC from making any Proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting GNOEC in its evaluation of the Proposal. GNOEC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

V. RFQ and RFP Timeline

The following timetable of events is established:

RFQ and RFP Item	Date	Time (CDT)
Publication of the RFQ and RFP	March 18, 2022	
Deadline for Receipt of Written Inquiries	April 1, 2022	1:00 PM
Deadline for Answers to Inquiries	April 15, 2022	
Due Date for Receipt of Proposals	May 13, 2022	12:00 PM
Selection	TBD, June 2022 GNOEC Commission Meeting	
Anticipated Insurance Benefit Commencement Date	November 1, 2022	

Note: GNOEC, at its sole discretion, reserves the right to deviate from this schedule.

GNOEC reserves the express right to reject any and all Proposals and to terminate this RFQ and RFP process at any time, with or without cause, when in the best interest of the GNOEC. Additionally, GNOEC reserves the right to negotiate individually with any of the Respondents related to Agreement terms and price. GNOEC reserves the right to accept the Proposal of its choosing that is the most advantageous to the GNOEC, considering price and all other factors.

All contracts are awarded by the GNOEC without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, political affiliation, disability, or age of the persons seeking such contracts.

VI. Scope of Services, Proposal Response Details, Cost Proposals

A respondent may choose to respond to the services related to EB Insurance Producer (Part 1 - Attachment A) and/or the services related to 457(b) Plan Administration Consultant (Part 2 - Attachment B).

Part 1: Employee Benefit Insurance Producer of Record

See separate Attachment A for “Employee Benefit Insurance Producer of Record” for all related RFQ and RFP detail elements.

Part 2: 457(b) Plan Administrator Consultant

See separate Attachment B for “Employee Retirement 457(b) Plan Administration Consultant Services” for all related RFQ and RFP detail elements.

VII. List of Attachments

The following Attachments are included in this RFQ and RFP:

- A. Part 1 Employee Benefit Insurance Producer of Record Services
- B. Part 2 Employee Retirement 457(b) Plan Administration Consultant Services
- C. Authorization to Sign
- D. Proposal Benefit Confirmation Response Summary
- E. Disclosure Affidavit
- F. Professional Service Contractors Insurance Requirements
- G. Part 1 Health & Welfare Insurance Benefits & Costs Respondent Forms

VIII. List of Exhibits

The following Exhibits are included in this RFQ and RFP.

- A. Part 1 - Census files
- B. Part 1 - Health & Welfare Plan Descriptions & Summaries
- C. Part 2 - 457(b) Plan Description & Participation Summary

IX. RFQ and RFP Instructions

The following instructions are offered for those persons/firms interested in responding to this RFQ and RFP:

- A. **RFQ and RFP Communication:** All communications concerning this RFQ and RFP or the RFQ and RFP process shall be directed in writing via email to GNOEC's Designated Contact Person, Director of Human Resources, Eileen Barthe', at: eileen@gnoec.org Respondents shall not contact any GNOEC appointed officials, agents, directors, servants, employees, or volunteers, including GNOEC Commissioners, regarding any matter related to this RFQ and RFP during the RFQ and RFP process. Violation of this condition may result in rejection of a Respondent's proposal.
- B. **Pre-release Confidentiality Agreement:** In order to protect any possible confidential information that may be included in this RFQ and RFP for the preparation of a response to this RFQ and RFP, potential Respondents shall also submit to the GNOEC Designated Contact Person (see Section IX.A for Administrator contact information) a duly executed Confidentiality Agreement. Upon receipt via email of a duly executed Confidentiality Agreement by a potential Respondent's authorized representative and the potential Respondent's clear emailed request reference to which Part(s) (one or both) of the RFQ and RFP that the potential Respondent is interested in reviewing, the RFQ and RFP document may be released to the potential Respondent. Indicate within the body of the return email one or both Part(s) as follows:

Part 1: Employee Benefit Insurance Producer of Record

Part 2: 457(b) Plan Administrator Consultant

The potential Respondent will receive only that Attachment "Part" and its related exhibits for response preparation once the executed Confidentiality Agreement is returned to GNOEC's Designated Contact Person.

C. **Notice of Intent to Propose:** Potential proposers should submit to the GNOEC's Designated Contact Person (see Section IX.A for Administrator contact information) a Notice of Intent to Propose in the form of a simple e-mail. Such notice should include the following information:

1. Respondent's Business name,
2. Primary contact person's name and title (Clearly identify the person that will serve as the overall RFQ and RFP contact. This person will receive e-mail notifications regarding the RFQ and RFP process.),
3. Primary contact person's mailing address, telephone number, and e-mail address.
4. Clear reference to which Part(s) (one or both) of the RFQ and RFP that the respondent is intending to respond (see also Section VI). Indicate one or both Part(s) as follows:

Part 1: Employee Benefit Insurance Producer of Record
Part 2: 457(b) Plan Administrator Consultant

Note: A Notice of Intent to Propose creates no obligation but is necessary to ensure receipt of additional RFQ and RFP related documents, amendments or other notices and communication, as appropriate. The potential Respondent may opt out at any time prior to the Proposal due date with emailed notice to the RFQ and RFP Administrator.

D. **Written Inquiries:** The deadline for written inquiries is indicated in the Timetable. Responses to all written inquiries will be provided in writing by the deadline established in the Timetable. Copies of substantive questions and/or requests for additional information and GNOEC's corresponding response(s) will be furnished to any person/firm that obtained an RFQ and RFP packet and confirmed, via reply email to the RFQ and RFP Administrator, its intent to provide a Proposal. This will assure that all potential Respondents have the same information.

E. **Response Deliverable:** All hardcopy Proposals must be in a sealed package and clearly marked in the lower left-hand corner:

Proposal Name: RFQ and RFP for EB Insurance Producer & 457(b) Plan Administrator Consultant

Proposal #: 2022-001A

Proposal Due Date: May 13, 2022.

One (1) original and four (4) hardcopy Proposals must be provided as well as two (2) electronic copies on USB Flash Drives. The electronic copy must be a complete copy of the original signed hardcopy and, if responding to Attachment A Insurance Producer Services, include the completed Attachment G in Excel format.

Proposals that arrive after the deadline are not acceptable and will not be opened or considered. Additionally, Proposals that do not include an electronic copy via USB Flash Drive as indicated above will not be considered. Oral, telephonic, e-mailed, faxed or telegraphic Proposals are not valid and will not be considered.

At least one copy of the Proposal shall contain original signatures; the copy with original signatures should be clearly marked or differentiated from the other hardcopies of the Proposal. The Proposal with original signatures will be retained for incorporation by reference in any Agreement resulting from this RFQ and RFP.

F. Proposals must be received no later than the date and time as indicated in the RFQ and RFP Timetable above to the attention of:

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Administrative Offices
Attn: Eileen Barthe
Greater New Orleans Expressway Commission
3939 North Causeway Blvd., Suite 400
Metairie, LA 70002

- G. Regardless of the options chosen for delivery, the proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. GNOEC is not responsible for any delays caused by the proposer's chosen means of proposal delivery.
- H. It is GNOEC's desire that those persons/firms interested in providing a Proposal do not incur any extraordinary expense in responding to this RFQ and RFP. Proposals should be prepared simply and economically and need not contain any special bindings, materials, promotional materials, etc. Emphasis should be given to completeness and clarity of content.
- I. Following GNOEC's review of Proposals, qualified Proposers susceptible to being selected may be invited to have written or oral discussions and/or make a presentation to the GNOEC, which will be scheduled by the GNOEC, if necessary.

Proposals may be accepted without discussions and awards based upon initial offers, so proposals should be complete and reflect the most favorable terms available from the qualified Proposer.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance GNOEC's understanding of any or all of the proposals submitted. Neither negotiations nor changes to Proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

- J. By submitting a Proposal, all Respondents agree to all provisions of the RFQ and RFP.
- K. Responses to the requirements of this RFQ and RFP in the formats requested are desirable with all questions answered in as much detail as practicable for completeness and clarity of content. The Proposer(s) response must demonstrate an understanding of the RFQ and RFP requirements and Scope of Services. Each Proposer is solely responsible for the accuracy and completeness of its proposal response.

- L. Proposals shall conform to all mandatory instructions, conditions, and requirements included in the RFQ and RFP. Prospective proposers are expected to examine all documentation and other requirements. Failure to observe all mandatory terms and conditions in completion of the proposal shall be at the proposer's risk and shall result in disqualification.

IMPORTANT: It is imperative that submitted responses follow the format and numbering of this RFQ and RFP. If a Response does not follow the format and numbering of this RFQ and RFP, the Response may be disqualified for consideration. If you are unable to answer a question, please list "unavailable" or "not applicable".

X. RFQ and RFP Proposal Response Items

GNOEC desires to familiarize itself with those Respondents submitting Proposals. In that spirit, GNOEC requests that Respondents submit the following information in the Proposal, in the order that they appear below.

- A. Cover Letter: Containing a summary, not to exceed two (2) pages, of the Proposer's ability to perform the scope of services described in the RFQ and RFP and confirming that the Proposer is willing to perform those services and enter into a contract with GNOEC. The letter shall be signed by a person having authority to commit the Proposer to a contract. If the Proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent thereof shall sign the proposal. Satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal (see Attachment C).
- B. Additional attachments: Completed and duly executed Attachments C, D and E.
- C. Table of Contents - Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
- D. [see Attachment A and/or Attachment B for additional "Proposal Response Items" and instructions, as applicable per this RFQ and RFP Section VI.]

XI. Changes, Addenda, Withdrawals

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, and cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

XII. Proposal Validity

All proposals shall be considered valid for acceptance until such time as an award is made, unless the Proposer provides for a different time period within its proposal response. However, GNOEC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

XIII. Contractor Responsibilities

- A. Prime Contractor Responsibilities: The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. GNOEC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

GNOEC may select a proposer(s) as the result of any contract negotiation, and that proposer(s) shall be responsible for all requirements referenced in the RFQ and RFP. Notwithstanding this general requirement, proposer (s) may enter into arrangements with a subcontractor. However, the proposer(s) should acknowledge in its proposal total responsibility for the entire contract.

- B. Prime Contractor Responsibilities regarding Subcontractors: If the proposer intends to subcontract for portions of the work, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed by the subcontractor. The minimum requirements and information requested of the proposer under the terms of this RFQ and RFP shall also be required for each subcontractor and shall be included in the proposal.

Prior to the award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to

adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with GNOEC, the prime contractor(s) shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of GNOEC.

XIV. Assignment

Assignment of any contract, or any payment under a contract, requires the advanced written approval of GNOEC.

XV. Audit of Records

The monitoring and auditing of a selected Producer's records shall be allowed by GNOEC's Accounting Department and any other appropriate GNOEC department or representatives.

XVI. Record Retention

A selected Producer shall maintain all records in relation to the contract for a period of at least three (3) years following the termination of the contract.

XVII. Record Ownership

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

XVIII. Force Majeure

With regard to any contract resulting from this RFQ and RFP, a Producer or GNOEC shall be exempted from performance under the contract for any period that the Producer or GNOEC is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Producer or GNOEC has prudently and promptly acted to take any and all corrective steps that the Producer or GNOEC can promptly perform. Subject to this provision,

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such nonperformance shall not be considered cause or grounds for termination of the contract.

XIX. Governing Law

All activities associated with this RFQ and RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and GNOEC; purchasing rules and regulations; and standard terms and conditions, including specifications listed in this RFQ and RFP.

XX. Claims or Controversies

Proposer does, by signing a contract pursuant to this RFQ and RFP with GNOEC, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Proposer hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to the contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

XXI. Cancellation of RFQ and RFP or Rejection of Proposals

GNOEC reserves the right to reject any or all proposals received in response to this RFQ and RFP or to cancel this RFQ and RFP if it is in the best interest of GNOEC to do so.

XXII. Evaluation and Selection

All responses received as a result of this RFQ and RFP are subject to evaluation by the GNOEC for the purpose of selecting the Respondent(s) with whom GNOEC shall contract. The Commission of the GNOEC will select the Respondent with whom GNOEC will award the contract considering price and all other factors.

GNOEC will conduct a thorough review of the capabilities and services offered by the various Respondents. GNOEC appreciates and values the capabilities offered by qualified Respondents.

The Committee may reject any or all proposals if not considered in the best interest of GNOEC.

After the selection, all Proposers who provided a Proposal will be notified as to the outcome of the evaluation process.

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See also Attachment A and/or Attachment B for any additional criteria information, as appropriate.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between **GREATER NEW ORLEANS EXPRESSWAY COMMISSION**, ("GNOEC") and _____ ("Company"). GNOEC and Company, individually, are each a Party, and collectively, they are the Parties.

RECITALS

WHEREAS, Company intends to participate in GNOEC's March 18, 2022 Request for Qualifications and Request for Proposals for Employee Benefits Insurance Producer and Retirement 457(b) Plan Administrator Consultant (the "RFQ and RFP");

WHEREAS, the Parties need to exchange certain confidential and proprietary information (i) in order to analyze, evaluate and consummate the RFQ and RFP; and (ii) in the event that Company's RFQ and RFP offer is ultimately selected, in order to perform under any resulting contract to provide Employee Benefits Insurance Producer and/or Retirement 457(b) Plan Administrator Consulting Services; and

WHEREAS, each Party is willing to make such disclosure only pursuant to the terms of this Agreement.

NOW THEREFORE, because of the above Recitals which are incorporated in this Agreement and as an inducement to and in consideration of the disclosure of such confidential, trade secret and proprietary information by one Party to the other, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Capitalized terms used in this Agreement but not defined herein shall have the meaning set forth in the RFQ and RFP. For purposes of this Agreement:

- a. "**Disclosing Party**" shall mean the Party hereto that is disclosing Confidential Information to the other Party; and
- b. "**Receiving Party**" shall mean the Party hereto that is receiving Confidential Information from the other Party.

2. For purposes of this Agreement, "**Confidential Information**" shall mean any information or material that is owned or controlled by Disclosing Party (together with all reports, analyses, compilations or other documents or materials prepared by Receiving Party or its Representatives (defined below) that contain or otherwise reflect or are based on any Confidential Information). It also includes information of third parties in possession of Disclosing Party that Disclosing Party may be obligated to maintain in confidence. Confidential Information subject to this Agreement may be in intangible form, such as unrecorded knowledge, ideas or conceptions or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training

materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. Confidential Information shall **not** include information that:

- a. is already in the public domain or becomes available to the public other than through a breach of this Agreement or negligent act or omission or willful misconduct of the Receiving Party or its Representatives;
- b. is acquired in good faith from a third party and at the time of acquisition the Receiving Party has no knowledge or reason to believe that such information was wrongfully obtained or disclosed by the third party;
- c. is independently developed by Receiving Party from information not defined as "Confidential Information" in this Agreement, as evidenced by Receiving Party's written records; or
- d. is disclosed to Receiving Party by Disclosing Party and, at the time of such disclosure (or thereafter) Disclosing Party states in writing that it is not "Confidential Information".

3. In consideration of the disclosure of the Confidential Information by Disclosing Party to Receiving Party, except as otherwise provided in this Agreement, Receiving Party agrees that the Confidential Information shall be kept strictly confidential, shall be used solely with respect to the RFQ and RFP and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction or electronic transmission (including facsimile transmissions, whether written or electronic), without the Disclosing Party's prior written consent. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of any Confidential Information.

4. Receiving Party agrees that it will disclose, use or permit the use of the Confidential Information of Disclosing Party only for the purpose of evaluating, responding to, negotiating and consummating the RFQ and RFP and/or the response to the RFQ and RFP, and/or performing under any resulting contract to provide Employee Benefits Insurance Producer and/or Retirement 457(b) Plan Administrator Consulting Services (the "RFQ and RFP"). Unless consented to in writing by the Disclosing Party, the Receiving Party agrees that it will not attempt to circumvent the intent of this Agreement by: (a) engaging in any transaction using the Confidential Information of the other (other than the proposed transaction related to the RFQ and RFP); (b) attempting to consummate any transaction with a third party identified in the Confidential Information of the other (outside Receiving Party's ordinary course of business); (c) using any Confidential Information of the other Party for the marketing of any product or service to any third party; or, (d) using any Confidential Information of the other Party in violation of applicable law. In addition, Company agrees that, without the written consent of GNOEC, Company and its affiliates will not, directly or indirectly, consult or hold discussions with or share Confidential Information with, or enter into any agreement, arrangement or understanding with any co-investor, source of equity financing or other person regarding the RFQ and RFP. Company

further agrees that neither Company nor any of its Representatives will, without the prior written consent of GNOEC, directly or indirectly enter into any agreement, arrangement or understanding with any other person that has or would have the effect of requiring such person to provide Company with financing, other potential sources of capital, or financial advisory or other services on an exclusive basis in connection with a possible transaction involving the RFQ and RFP.

5. Notwithstanding anything in this Agreement to the contrary, Receiving Party may disclose Confidential Information without Disclosing Party's prior written consent under the following circumstances and no others:

a. when such disclosure by Receiving Party is required under applicable law, governmental proceedings or by a valid subpoena or other court or governmental order, decree, regulation or rule or applicable stock exchange rule; provided, however, that if disclosure is required under this provision, Receiving Party shall advise, if permitted, Disclosing Party of the requirement to disclose Confidential Information prior to such disclosure and as soon as reasonably practicable after Receiving Party becomes aware of such required disclosure; and further provided that upon the request of the Disclosing Party, the Receiving Party agrees to cooperate in good faith with and at the expense of the Disclosing Party in any reasonable and lawful actions which the Disclosing Party takes to resist such disclosure, limit the information to be disclosed or limit the extent to which the information so disclosed may be used or made available to third parties.

b. when such disclosure is made to the Receiving Party and its affiliates and their respective officers, directors, employees, attorneys, advisors, subcontractors, vendors, financing parties, accountants and consultants who have a need to know to assist the Receiving Party in assessing the RFQ and RFP (collectively and including the Receiving Party's affiliates, the "Representatives"). For purposes of this Agreement, "affiliate" shall mean any person or entity controlling, controlled by or under common control with Receiving Party.

c. when such disclosure is made to any governmental or quasi-governmental authority, whether through regulatory proceedings or other communications and such information is clearly identified and prominently labeled as "Confidential Information," or "Extraordinarily Sensitive Information" as to competitively sensitive information, in accordance with this Agreement. In the context of a regulatory proceeding, the Disclosing Party shall not disclose Confidential Information to any formal party to the proceeding without an applicable protective ruling or order issued by the presiding governmental or quasi-governmental authority in place.

6. Receiving Party agrees that it shall be responsible for ensuring that its Representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or in any unauthorized manner. Receiving Party shall be liable to Disclosing Party for any breach of the terms and conditions hereof by its Representatives. Receiving Party also agrees that it shall be responsible for ensuring that its Representatives to whom the Confidential Information is disclosed under this Agreement return such information to the Disclosing Party or destroy it in accordance with the terms of this Agreement. Receiving Party acknowledges that it is aware and will advise its Representatives of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities, which may include certain portions of Confidential Information, and on the communication of such information to any other person.

7. Nothing contained in this Agreement shall be construed as granting or conferring any right or license, express or implied, in or to any Confidential Information disclosed to the Receiving Party, including without limitation any patent, trademark and/or copyright. No disclosure of any Confidential Information hereunder shall be construed as a public disclosure of such information by either Party for any purpose whatsoever.

8. Receiving Party acknowledges that there is no obligation for Disclosing Party to provide Confidential Information to Receiving Party. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may request the return or destruction thereof at any time upon giving written notice to the Receiving Party. Within 30 days of the receipt of such notice, the Receiving Party shall return or destroy all of the original Confidential Information that was provided in written or document form and shall destroy or cause the destruction of all copies and reproductions (both written and electronic) of such information in its possession and in the possession of all persons to whom it was disclosed by Receiving Party except those specified in Sections 5(a) or (c) of this Agreement. Receiving Party also shall destroy or cause the destruction of abstracts, notes, memoranda or other documents containing, in whole or in part, any Confidential Information. Notwithstanding the foregoing, nothing in this Agreement shall in any way prohibit or restrict the Receiving Party or its Representatives from retaining in its legal archives copies of Confidential Information solely for the purpose of complying with its regulatory recordkeeping requirements; provided that the Receiving Party and such Representatives shall continue to keep such information confidential in accordance with the terms of this Agreement.

9. The Parties acknowledge that the Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Agreement will result in irreparable injury to Disclosing Party. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement by Receiving Party, Disclosing Party shall be entitled to seek relief both at law and in equity, including injunctive relief and specific performance to enforce the terms of this Agreement, without proof of any actual or special damages and without the requirement that the Disclosing Party post a bond or surety in connection with any such injunctive relief. In addition to injunctive relief, Disclosing Party shall have all other rights and remedies afforded it by law; ***provided, however***, that notwithstanding the foregoing or any other provision to the contrary in this Agreement, neither Party shall be liable to the other Party for indirect, incidental, special, punitive or consequential damages (including, without limitation, lost profits) under, arising out

of, or due to or in connection with such Party's performance or non-performance of this Agreement or any of its obligations herein, whether based in contract, tort (including without limitation, negligence), strict liability, warranty or otherwise.

10. Disclosing Party represents and warrants that it has the authority to disclose the Confidential Information to the Receiving Party. Disclosing Party believes in good faith that the Confidential Information to be provided by it hereunder will not be materially misleading, but the Disclosing Party, nor its Representatives, makes no other representation or warranties, express or implied, as to the quality, accuracy, completeness or reliability of the information so disclosed. Disclosing Party, its directors, officers and employees (nor those of its Representatives) shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

11. Nothing in this Agreement nor the furnishing of Confidential Information pursuant hereto shall be construed in any way as obligating either Party to enter into any further agreement, negotiation or transaction with the other or to refrain from entering into an agreement, negotiation or transaction with any other person, including without limitation any person engaged in the same or similar line of business as the other Party hereto. Furthermore, nothing in this Agreement creates or shall be deemed to create (i) any employment, joint venture or agency relationship between the Parties, (ii) a requirement to disclose Confidential Information or (iii) any duties other than those expressly set forth herein.

12. Company agrees and covenants that, in further consideration of the collective benefit to all persons participating in the RFQ and RFP process of finality in that process, whether or not Company's RFQ and RFP offer is selected by GNOEC, Company will not, nor will it permit its Representatives to, without the prior written consent of GNOEC, oppose or take any other action adverse to, the issuance by any governmental agency of any consent or approval, or the granting of any other consent or approval, required for, or sought in connection with, the consummation of any transactions related to the RFQ and RFP.

13. Either Party may terminate this Agreement by providing written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive for a period of three (3) years with respect to the Confidential Information disclosed prior to the date of such termination.

14. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any assignment of this Agreement by Company without GNOEC's prior written consent shall be null and void and of no effect.

15. Except as may be required by law, neither Party hereto nor their Representatives will disclose to any person either the fact that discussions or negotiations are taking place between them nor any terms, conditions or other facts with respect to any transaction that may be proposed or undertaken, including the status thereof.

16. This Agreement shall be governed by and construed under the laws of the State of Louisiana, without regard to the conflicts of law principles thereof. This Agreement represents the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information; and it supersedes and cancels all prior communications, understandings and agreements between the Parties with respect to the disclosure of Confidential Information for the RFQ and RFP, whether oral, expressed or implied.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the authorized representative of Company on the date first written above.

Company (printed name)

Company Mailing Address

Company City, State Zip

By: _____
Signature of Company Representative

Company Representative (printed name)

Title: _____

Date: _____