

Louisiana Believes

Request for Proposal

Test Security Services for State and District/School Administrators

Project A: Test Security Services (State-level Administrators)

Project B: Test Security Services (District/School-level Administrators)



PROPOSAL DUE DATE/TIME: December 2, 2016 at 2:00 pm CT

November 3, 2016

State Board of Elementary and Secondary Education

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Part I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose/Scope

1.1.1 Purpose

The Louisiana State Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDOE) are committed to ensuring, in accordance with Louisiana laws (R.S. 17:81.6 et seq., R.S. 416 et seq., and R.S. 441 et seq.) and BESE policy (LR 31:1528, – Chapter 3), that all persons involved in any aspect of statewide testing strictly adhere to all security procedures and policies. The BESE and LDOE identify the test security policy (see [Bulletin 118](#): §305) as a critical component of the management and implementation of statewide testing. The test security policy is used to provide statewide guidance and to ensure the validity and confidentiality of state administered assessments.

The purpose of this Request for Proposal (RFP) is to obtain competitive Proposals as allowed by Louisiana Revised Statute 39:1594.C. from bona fide, qualified proposers who are interested in providing test security services for the State of Louisiana and its local education agencies (LEAs).

1.1.2 Scope

This Request for Proposal (RFP) issued by the State is divided into two parts. Project A is for the purpose of providing monitoring services. The State may enter into a contractual agreement with the successful proposer for Project A. Project B is for the purpose of providing test security packages: (1) monitoring, (2) investigation, and (3) training. LEAs may enter into a contractual agreement with the successful proposer for Project B.

Project A | Monitoring Services: State-Level Administrators

State and Federal Regulations

- Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE protocols regarding test security.
- Vendor to maintain confidentiality in compliance with state and federal regulations, including student privacy laws.

Site Visits

- Vendor to establish and implement test monitoring procedures and protocols aligned with state policies, as approved by the State.
- Vendor to monitor test administration activities in LEA school sites (as identified by the State) prior to and during one or more statewide test administration windows.

Documentation

- Vendor to submit all monitoring tools and report templates to the State for review and preapproval. The LDOE and vendor will work together to develop all monitoring tools.

Reporting

- Vendor to report findings to the State during and immediately following a given test administration window.

Note: No costs associated with food, lodging, or travel to LEA school sites shall be incurred by the State. All costs shall be incorporated into the pricing model submitted in response to this RFP.

Project B | (B1) Monitoring Services, (B2) Investigative Services, and (B3) Training/Professional Development Services: District-Level Administrators

(B1) Monitoring

State and Federal Regulations

- Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE protocols regarding test security.
- Vendor to maintain confidentiality in compliance with state and federal regulations, including student privacy laws.

Site Visits

- Vendor to establish and implement test monitoring procedures and protocols aligned with state policies, as approved by the LEA.
- Vendor to monitor test administration activities in LEA school sites (as identified by the LEA) prior to and during one or more statewide test administration windows.

Documentation

- Vendor to submit all monitoring tools and report templates to the State for review and preapproval. The LDOE and vendor will work together to develop all monitoring tools.

Reporting

- Vendor to report findings to the LEA during and immediately following a given test administration window.

(B2) Investigative

- Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE and LEA protocols regarding test security.
- Vendor to establish and implement investigative procedures and protocols aligned with state policies.
- Vendor to maintain confidentiality and report findings to the LEA during and/or immediately following a given test administration window.
- Vendor to produce a final report for LEA.

(B3) Training/Professional Development

- Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE protocols regarding test security.
- Vendor to propose and deliver a series of professional development modules aligned with state policies and LEA needs.
- Vendor to build, facilitate, and evaluate all training sessions.

Note: No costs associated with food, lodging, or travel to LEA school sites shall be incurred by the State. All costs shall be incorporated into the pricing model submitted in response to this RFP.

1.2 *Definitions*

- A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Proposer – Any vendor/individual responding to this request for Proposal.
- F. Contractor – Any person having a contract with a governmental body; the selected proposer.
- G. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- H. State- The State of Louisiana.
- I. RFP – Request for Proposal
- J. LEA – Local education agency, including public and nonpublic school, and other school formations (e.g., scholarship schools, charter schools) as defined by the State.
- K. Access – Access to secure test materials means physically handling the materials, not reading, reviewing, or analyzing test items or student responses, either before, during, or after testing, except where providing approved accommodations.
- L. Secure materials – Test materials that contain test items or students responses and to which access is restricted. Secure test materials include: student test booklets, student log-in information, and any other materials that contain test items or student responses.
- M. Testing Irregularity – Any incident in test handling or administration that leads to a question regarding the security of the test or the accuracy of the test data.
- N. Personally Identifiable Information (PII) – Information about an individual that can be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following: (1) any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records, (2) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information, (3) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
- O. Monitor – A qualified person with professional experience and/or educational background trained in assessment test security procedures and protocols. Some examples include, law enforcement, retired educators, professors, etc.)

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP, LAPAC website	November 3, 2016
Deadline for receiving proposer inquiries	November 10, 2016
Issue responses to proposer inquiries	November 17, 2016
Proposal submission deadline	December 5, 2016 at 2:00 pm
Announce Award of "Successful Proposer"	December 12, 2016

NOTE: The State reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum for the RFP. Revisions after the Proposal Deadline, if any, will be written notification to the eligible proposer.

1.4 Proposal Response Submission

Vendors/individuals who are interested in responding to this RFP must submit a Proposal containing the mandatory information. The State requests that six (6) hard copies of the Proposal be submitted to the RFP Coordinator at the address specified below. One (1) electronic copy of the Proposal and one (1) electronic copy with confidential information, trade secrets, and proprietary information redacted should be submitted to the RFP Coordinator at Karen.Evans@la.gov. The **original** hard copy of the Proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the Proposal. RFP must be received on or before 2:00 p.m. Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their Proposal by the time specified. It shall be solely the responsibility of each proposer to ensure that its Proposal response is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. The Proposal must be delivered at the proposer's expense to:

Karen Evans, Purchasing Manager
Louisiana Department of Education
1201 North 3rd Street
Suite 5-242
Baton Rouge, LA 70802
Phone: (225) 32-3828
E-mail: Karen.Evans@la.gov

1.5 Proposal Response Format

Proposer should submit a Proposal as specified in Attachment I and Part II of this RFP which shall include enough information to satisfy the evaluation process. Proposer should respond to all areas requested.

1. A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.
2. The cover letter should exhibit the proposer's understanding and approach to the project. It should contain a summary of proposer's ability to perform the services described in the RFP, including evidence of previous work completed that demonstrates the ability to deliver a quality product per the requirements of the RFP. Evidence may be links to previous products produced and/or letters of recommendation. The cover letter should also include a confirmation that all the costs associated with the unit readers will be waived for the State, and confirm that proposer is willing to perform those services and enter into a contract with the State.
3. By signing the letter and/or the Proposal, the proposer certifies compliance with the signature authority required in accordance with the State regulations. L.R.S.39:1601 (Act 121).

The person signing the Proposal must be:

- a. A current corporate officer, partnership member, or other individual specifically authorized to submit an Proposal as reflected in the appropriate records on file with the secretary of state; or
- b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- c. An individual authorized via other documents which are acceptable to the public entity.

The cover letter should:

- a. Identify the submitting proposer;
- b. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the Proposer;
- c. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period; and
- d. Provide background information about the vendor, including any previous work completed similar to goal and purpose of this RFP.

4. A table of contents should be provided to identify the contents of the Proposal.

1.5.1 Number of Copies of Response

The State requests each proposer shall submit the following documentation to support their response:

- One (1) signed original response shall contain original signatures of those company officials or agents duly authorized to sign Proposals or contacts on behalf of the organization and the complete Attachment I.
- Five (5) printed hard copies with the complete Attachment II and III, using MS Excel
- One (1) electronic copy to the RFP Coordinator, Karen.Evans@la.gov
- If necessary, One (1) redacted copy of the entire Proposal, if applicable (See Section 1.6 and 1.4)

The copy of the Proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the (*state agency*).

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

1.7 Proposal Response Clarifications Prior to Submittal

1.7.1 Proposer Inquiry Periods

Written questions regarding the requirements of this RFP or Scope of Services must be submitted to the Legal Office email address as listed below.

Proposers should direct all inquiries by email to: RFP_LDE@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP from potential proposers. Written inquiries must be received by 4:00 pm CST on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State. Official responses to all questions submitted by potential proposers will be posted by November 17, 2016 at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the Legal Office representative(s) has the authority to officially respond to a proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.7.2 Optional Discussion

To solicit feedback and ask follow-up questions based upon vendor RFP responses, the State reserves the right at its sole discretion to conduct a structured Discussion for respondents to this RFP only. If the Discussions are scheduled to take place, the discussion session may begin with a presentation by LDOE. Following the presentation, State representatives and the vendor community will participate in a structured question and answer session. An agenda, specific questions and other expected topics for discussion will be e-mailed prior to the discussion.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, proposer, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of Proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.1 of this RFP. All communications to and from potential proposers, proposers, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any proposer, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

The State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

1.10 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.

1.11 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.12 Waiver of Administrative Informalities

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

1.13 Proposal Rejection

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

1.14 Ownership of Proposal

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

1.15 Cost of Offer Preparation

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

1.16 Taxes

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

1.17 Proposal Validity

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

1.18 Prime Proposer Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their Proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters.

1.19 Use of Subcontractors

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

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

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

1.20 Acceptance of Proposal Content

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

1.21 Evaluation and Selection

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

1.21.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or obtain the most cost effective pricing available from the proposers.

The written invitation will not obligate the state to a commitment to enter into a contract.

1.21.2 Award

The State reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Proposals and waive any informalities.

1.22 Contract Award and Execution

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

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

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

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

1.23 Notice of Intent to Award

The Evaluation Team will review the Proposal and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

The State reserves the right to make multiple awards.

- The State reserves the right to award and fund Project A.

- The State reserves the right to make a single or multiple awards for year 1 of the contract.
- All remaining years may result in a single contractor for services provided to the State.
- The State reserves the right to award and negotiate terms for Project B on behalf of Local Education Agencies.
 - The State reserves the right to make multiple awards on behalf of LEAs.
 - LEAs will purchase services directly from the successful bidder(s), not to exceed the total negotiated price.

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

The Proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), total summary of scores of each Proposal, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

1.24 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal 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 RFP 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.

1.25 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 the contract.

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

Contractor will indemnify, defend and hold the State and all end users harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action immediately after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product and for which the contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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

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

1.26 Termination

1.26.1 Termination of the Contract for Cause

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

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

1.26.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.26.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds 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 or 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 are not appropriated.

1.27 Assignment

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

1.28 No Guarantee of Quantities

Any quantities that may be referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to

increase or decrease the amount, at or below the package price stated in the Proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.29 Audit of Records

The State Legislative auditor, agency, and/or federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of three (3) years. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

Note: This section shall not be altered or deleted.

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

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

1.31 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.32 Record Ownership

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

1.33 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.34 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LDOE.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.35 Governing Law

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

1.36 Claims or Controversies

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

1.37 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by contractor.

1.38 Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Agreement. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Project A | B

This Request for Proposal (RFP) issued by the State is divided into two parts. Project A is for the purpose of providing monitoring services. The State will enter into a contractual agreement with the successful proposer for Project A. Project B is for the purpose of providing test security packages: (1) monitoring, (2) investigation, and (3) training. LEAs will enter into a contractual agreement with the successful proposer for Project B.

Overview of Louisiana Assessment Programs

Statewide summative assessments are administered yearly to Louisiana districts and schools, including public and nonpublic schools.

The Louisiana Education Assessment Program (LEAP) references the administration of statewide summative assessments in English language arts, mathematics, science, and social studies (Grades 3–8). End of Course Tests are administered in high school. Louisiana also administers state assessments to English language learners and students with significant disabilities. See Table 1 for an overview of each assessment program and mode of delivery.

Table 1: Louisiana Education Assessment Program

Grade Configuration	Content Area	Delivery Mode*	Administration Window
3–8	<i>ELA, mathematics, science, and social studies</i>	PBT and CBT	Spring Summer
High School	<i>End of Course Tests</i>	CBT	Fall Spring Summer
Alternate Assessment for Small Populations			
K–12	English Language Learners	PBT	Spring
3–11	Louisiana Alternate Assessment (<i>ELA, mathematics, and science</i>)	PBT	Spring
Other Assessments			
High School	The ACT College and Career Readiness Assessments	PBT and CBT	Spring

*Delivery modes may be adjusted by the State.

PBT: Paper-based tests

CBT: Computer-based tests

Each year the State releases the Louisiana Assessment Calendar. The calendar for the [2016-2017 Louisiana Assessment Calendar](#) outlines the specific dates for each assessment. The State reserves the right to adjust the calendar dates and administration windows, as deemed necessary.

Project A | Monitoring Services: *State-Level Administrators*

The LDOE has a track record and a history of taking test security extremely seriously. In issuing this RFP the LDOE wishes to accomplish two things: one, increase the amount and quality of monitors the state can use to monitor sites during administration and two, to provide LEA's a low cost option for all test security services including monitoring, training and investigating.

Scope of Work/Services

State and Federal Regulations

- A. Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE protocols regarding test security.
 - 1. The State reserves the right to update policies, as deemed necessary.
- B. Vendor to maintain confidentiality in compliance with state and federal regulations, including student privacy laws.

Site Visits

- C. Vendor to establish and implement test monitoring procedures and protocols aligned with state policies, as approved by the State.
- D. Vendor to monitor test administration activities in LEA school sites (as identified by the State) prior to and/or during one or more statewide test administration windows.
 - 1. Vendor will conduct onsite visits.
 - 2. Vendor will conduct brief interviews and record notes during the qualitative data collection process.
 - 3. Vendor will make all monitors available for a follow-up meeting with LLDOE
 - 4. to discuss findings, as necessary. Meeting may be held in-person, by phone, or web, as determined by LDOE and vendor.
 - 5. Vendor shall provide documentation of findings in agreed upon format for every site meeting
 - 6. .
- E. Vendor to secure, train, and manage all monitors used for monitoring services.
 - 1. Vendor to provide State with a verification of training for all monitors.
 - 2. Vendors to provide number of monitors based on the number of sites provided by LDOE.
- F. Vendor to utilize monitoring tools, which will be reviewed and approved by the State annually.
- G. Vendor to provide monitoring schedule DRAFT to LDOE for approval prior to first site visit for a given administration.

Documentation

- H. Vendor to submit all monitoring tools and report templates to the State for review and preapproval. The LDOE and vendor will work together to develop all monitoring tools.

Reporting

- I. Vendor to report findings to the LDOE during and immediately following a given test administration window.
 - 1. Vendor to document findings and report findings, as requested by the LDOE.

2. Vendor to establish and implement a process to notify the State of any testing irregularities during a given administration. The Vendor will work with the State to identify criteria for testing irregularities
3. Vendor to alert the State no later than 30 days following a given test administration window.

Project A | Monitoring Services: *State-Level Administrators*
Cost Model

Prices proposed by the proposers shall be submitted on the price schedule furnished herein on **Attachment II: Part A | Cost Model**. Prices submitted shall be firm for the term of the contract.

- A. Vendor to provide the selling price based on the following expectations:
 - o Vendor has rights and permissions to any and all monitoring tools utilized to conduct monitoring visits.
 - o Vendor has adequate monitors available to monitor multiple districts across the state during each administration.
- B. No costs associated with food, lodging, or travel to LEA school sites shall be incurred by the State. All costs shall be incorporated into the pricing model identified in Attachment II and III.

SAMPLE

State-level Administrator <i>(Cost per day per site)</i>			
MONITORING	Unit price	Unit price for 2-10 sites	Unit price for 11 or more sites
Procedures and plan	\$		
Total Cost (per site)	\$		

Worksheet

$$\begin{array}{c}
 \$ \underline{\hspace{2cm}} \times \\
 \text{(Unit Price)}
 \end{array}
 \times
 \begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Number of sites)}
 \end{array}
 =
 \$ \underline{\hspace{2cm}}
 \begin{array}{c}
 \\
 \text{(Total Cost)}
 \end{array}$$

Note: The above formula is for demonstration purposes only. Final costs will be confirmed during contract negotiation and/or BAFO process.

Project B | District-Level Administrators

Scope of Work/Services

Package B1: Monitoring

State and Federal Regulations

- A. Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE protocols regarding test security.
 - 1. The State and LEA reserves the right to update policies, as deemed necessary.
- B. Vendor to maintain confidentiality in compliance with state and federal regulations, including student privacy laws.

Site Visits

- A. Vendor to establish and implement test monitoring procedures and protocols aligned with state policies, as approved by the LEA.
- B. Vendor to monitor test administration activities in LEA school sites (as identified by the LEA) prior to and/or during one or more statewide test administration windows.
 - 1. Vendor will conduct onsite visits.
 - 2. Vendor will conduct brief interviews and record notes during the qualitative data collection process.
 - 3. Vendor will make all monitors available for a follow-up meeting to discuss findings, as necessary. Meeting may be held in-person, by phone, or web, as determined by LEA and vendor.
 - 4. Vendor shall provide documentation of findings in agreed upon format for every site visit.
- C. Vendor to secure, train, and manage all monitors used for monitoring services.
 - 1. Vendor to provide LEA with a verification of training for all monitors.
 - 2. Vendor to provide number of monitors based on the number of sites provided by LDOE.
- C. Vendor to utilize monitoring tools, which will be reviewed and approved by the LEA annually.

Documentation

- A. Vendor to submit all monitoring tools and report templates to the LEA for review and preapproval.
- B. The LEA and vendor will work together to develop all monitoring tools.
 - 1. Monitoring tools will be reviewed annually and approved by the LEA.

Reporting

- C. Vendor to report findings to the LDOE during and immediately following a given test administration window.
 - 1. Vendor to document findings and report findings, as requested by the LEA.
 - 2. Vendor to establish and implement a process to notify the LEA of any testing irregularities during a given administration. The Vendor will work with the LEA to identify criteria for testing irregularities
 - 3. Vendor to alert the LEA no later than 30 days following a given test administration window.

Project B | District-Level Administrators

Scope of Work/Services

Package B2: Investigation

- A. Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE and LEA protocols regarding test security.
- B. Vendor to establish and implement investigative procedures and protocols aligned with state policies. This includes, but is not limited to the following:
 - 1. Vendor to work with district appointed personnel.
 - 2. Vendor to conduct an investigation under the direction of the district test coordinator, central office staff, or other personnel designated by the LEA superintendent.
- C. Vendor to maintain confidentiality and report findings to the LEA during and/or immediately following a given test administration window.
- D. Vendor to produce a final report for LEA in two formats
 - 1. Version 1: addresses needs of LEA
 - 2. Version 2: aligns with State reporting format

Package B3: Training/Professional Development

- A. Vendor to review and adhere to all state test security policies as identified in *Bulletin 118*, the most current state test administration and coordinator manuals, all state and federal regulations regarding the protection of student privacy, as well as LDOE and LEA protocols regarding test security.
- B. Vendor to propose and deliver a series of professional development modules aligned with state policies and LEA needs.
 - 1. Modules shall include:
 - i. Delivery method
 - ii. Number days/length of each session
 - iii. Topics covered
 - iv. Registration process and guidelines
 - v. Certificate of completion
 - vi. Survey and feedback collection
 - 2. Modules can be customized by each LEA to meet district and school needs.
- C. Vendor to build, facilitate, and evaluate all training sessions.

Project B | Monitoring Services: District/School-Level Administrators

Cost Model

Prices proposed by the proposers shall be submitted on the price schedule furnished herein on **Attachment III: Part B | Cost Model**. Prices submitted shall be firm for the term of the contract.

- A. Vendor to provide the selling price based on the following expectations:
 - o Vendor has rights and permissions to any and all monitoring tools utilized to conduct monitoring visits.
 - o Vendor has adequate monitors available to monitor multiple districts across the state during each administration.
- B. No costs associated with food, lodging, or travel to LEA school sites shall be incurred by the State. All costs shall be incorporated into the pricing model identified in Attachment III.

SAMPLE

District/School-level Administrator <i>(Costs per administration)</i>			
B1: MONITORING	Unit price	Unit price for 2-10 sites	Unit price for 11 or more sites
Procedures and plan	\$		
Total Cost (per site)	\$		

Worksheet

$$\begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Unit Price)}
 \end{array}
 \times
 \begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Number of sites/cases/modules)}
 \end{array}
 =
 \begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Total Cost)}
 \end{array}$$

Note: The above formula is for demonstration purposes only. Final costs will be determined during contract negotiation and/or BAFO process.

2.2 Contract Term

This contract is expected to begin on December 26, 2016 and shall continue through June 30, 2021 with two optional renewals: one for four years and one for three years, with the same terms and conditions. The State shall have the right to contract for up to a total of 12 years with the concurrence of the Contractor and all appropriate approvals.

2.3 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=671504>.

The statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2>.

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

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal. The evaluation of Project A and Project B will be conducted according to the following:

Project A | Monitoring Services: *State-Level Administrators*

Project B | Monitoring Services: *District/School-Level Administrators*

	Criteria 1	Criteria 2	Criteria 3	Total Score
	Planning/Implementation	Cost	Hudson/Veteran's Preference	
Maximum Points	50	40	10	100

Criteria 1 – Planning and Implementation – 50 points

- The Proposal demonstrates and provides evidence that the vendor understands the Louisiana test security policies and procedures.
- The Proposal provides a full plan including procedures to ensure all deliverables and timelines are met.
- The Proposal provided evidence that the vendor understands the scope of the project and has the resources to support the project.
- The Proposal confirms the price of monitoring services will remain set over the life of the contract.

Criteria 2 – Cost – 40 points

- Vendor indicates the total unit price for Part A cost model.
- Vendor indicates the total unit price for Part B cost model.

Criteria 3 – Hudson/Veteran’s Preference – 10 points

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

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

Proposer Status and Reserved Points

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

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

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Detailed performance requirements will be negotiated with the successful proposer(s) and made a part of the contract.

4.2 Performance Measurement/Evaluation

Detailed performance measurement/evaluation will be negotiated with the successful proposer(s) and made a part of the contract.

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

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

Attachment I

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

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

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
---	------

Attachment II

Project A | Monitoring Services: *State-Level Administrators*

Cost Model

State-level Administrator <i>(Cost per day per site)</i>			
MONITORING	Unit price	Unit price for 2-10 sites	Unit price for 11 or more sites
Procedures and plan	\$		
Total Cost (per site)	\$		

Worksheet

$$\begin{array}{c} \$ \underline{\hspace{2cm}} \\ \text{(Unit Price)} \end{array} \times \begin{array}{c} \$ \underline{\hspace{2cm}} \\ \text{(Number of sites)} \end{array} = \$ \underline{\hspace{2cm}} \\ \text{(Total Cost)}$$

Note: The above formula is for demonstration purposes only. Final costs will be confirmed during contract negotiation and/or BAFO process.

Attachment III

Project B | Monitoring Services: *District/School-Level Administrators*

Cost Model: B1

District/School-level Administrator <i>(Cost per day per site)</i>			
B1: MONITORING	Unit price	Unit price for 2-10 sites	Unit price for 11 or more sites
Procedures and plan	\$		
Total Cost (per site)	\$		

Worksheet

$$\begin{array}{ccccccc} \$ & \underline{\hspace{2cm}} & \times & \$ & \underline{\hspace{2cm}} & = & \$ & \underline{\hspace{2cm}} \\ & \text{(Unit Price)} & & & \text{(Number of sites/cases/modules)} & & & \text{(Total Cost)} \end{array}$$

Note: The above formula is for demonstration purposes only. Final costs will be confirmed during contract negotiation and/or BAFO process.

Attachment III

Project B | Monitoring Services: District/School-Level Administrators

Cost Model: B2

District-level Administrators			
	Cost Model		
B2: INVESTIGATION	Unit price	Unit price for 2-5 cases	Unit price for 6 or more cases
Procedures and plan	\$	\$	
Total Cost (per case)	\$	\$	

Worksheet

$$\begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Unit Price)}
 \end{array}
 \times
 \begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Number of sites/cases/modules)}
 \end{array}
 =
 \begin{array}{c}
 \$ \underline{\hspace{2cm}} \\
 \text{(Total Cost)}
 \end{array}$$

Note: The above formula is for demonstration purposes only. Final costs will be confirmed during contract negotiation and/or BAFO process.

Attachment III

Project B | Monitoring Services: *District/School-Level Administrators*

Cost Model: B3

District-level Administrators			
	Cost Model		
B3: TRAINING	Unit price	Unit price for 2-4 modules	Unit price for 5 or more modules
Procedures and plan	\$	\$	
Training Modules	\$	\$	
Total Cost (per module)	\$	\$	

Worksheet

$$\begin{array}{ccccccc}
 \$ & \underline{\hspace{2cm}} & \times & \$ & \underline{\hspace{2cm}} & = & \$ \underline{\hspace{2cm}} \\
 & \text{(Unit Price)} & & & \text{(Number of sites/cases/modules)} & & \text{(Total Cost)}
 \end{array}$$

Note: The above formula is for demonstration purposes only. Final costs will be confirmed during contract negotiation and/or BAFO process.

STATE OF LOUISIANA DEPARTMENT OF EDUCATION CONTRACT
--

BE IT KNOWN, the Department of Education, Office of Academic Policy and Analytics of the State of Louisiana (hereinafter sometimes referred to as State) and _____ (Contractor's name and legal address including Zip code) (hereinafter sometimes referred to as Contractor) do hereby enter into a contract.

Scope of Services

Contractor hereby agrees to furnish the following services:

- **Specific goals and objectives:**

[Enter details here.]

- **Deliverables:**

[Enter details here.]

- **Performance Measures:**

[Enter details here.]

- **Monitoring Plan:**

[Enter details here.]

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$0.00. Payment will be made only on approval of Assistant Superintendent of Academic Policy and Analytics. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes. Contracts with services completed by June 30 must submit invoices no later than July 5. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows:

Term of Contract

This Contract shall begin on December 26, 2016 and shall terminate on June 30, 2021, with two optional renewals; one for four years and one for three years, with the same terms and conditions. The State shall have the right to contract for up to a total of 12 years with the concurrence of the Contractor and all appropriate approvals.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____ (or Social Security Number).

Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is

ATTACHMENT IV

responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully and accurately will be grounds for placing the Contractor in default. If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited, to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Ownership

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

Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created

ATTACHMENT IV

or developed by Contractor in connection with the performance of this contract. No records, reports, document, products or other materials created or developed under this contract can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

Nonassignability

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

ATTACHMENT IV

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds 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 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 are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTACHMENT IV

State Agency Signatures

Assistant/Deputy Superintendent

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: _(____)_____

State Superintendent of Education

****(Contracts exceeding \$50,000 require the following additional signatures)***

* President, State Board of
Elementary and Secondary Education