REQUEST FOR PROPOSALS

for

LEAP 2025, LEAP Connect, and ELPT Alignment Studies

RFP #: 678 PUR 3000012961.
Proposal Due Date/Time: September 6, 2019 2:00 PM (CST)

State of Louisiana
Department of Education

July 12, 2019
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REQUEST FOR PROPOSAL
FOR
LEAP 2025, LEAP Connect, and ELPT Alignment Studies

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing services to conduct external independent alignment studies of Louisiana's general assessment (Louisiana Educational Assessment Program (LEAP) 2025, grades three through eight and high school (English language arts, mathematics, and science), alternate assessment (LEAP Connect, grades three through high school English Language Arts (ELA) and mathematics, and grades four, eight, and high school science), and English language proficiency assessments (ELPT, kindergarten through high school).

The alignment studies will serve the following purposes:

- Collecting validity evidence
- Meeting the requirements of the A State’s Guide to the U.S. Department of Education’s Assessment Peer Review Process
- Improving item and test development

1.2 Background

The Louisiana State Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDOE) are committed to ensuring every student is on track to be successful in post-secondary education and the workforce through their comprehensive plan – Louisiana Believes. Louisiana Believes is a plan focused on high standards for students; empowered, accountable educators; and family choice in educational options. In accordance with federal and state law\(^1\), the LDOE is required to deliver high-quality, Louisiana-specific assessments across K-12 public schools.

Research indicates that early identification of unique learning needs can lead to more successful intervention and better student outcomes. Louisiana is committed to identifying unique learning needs and implementing appropriate interventions at the earliest possible point in a student’s academic career. All students, regardless of their unique learning needs, should have access to aligned, high-quality instruction that supports those individual needs. Louisiana law (R.S. 17:24.4) charges Louisiana’s constitutionally established BESE to develop state content standards for required subjects to be taught in Louisiana public elementary and secondary schools. The BESE is also required to develop assessments aligned to such standards.

\(^1\) Applicable federal law includes, but is not limited to, 20 USCS § 6311 et seq. Applicable state law includes, but is not limited to: La. Const. Art. VIII, § 3; La. R.S. 17:7 et seq.; La. R.S. 17:10.1 et seq.; La. R.S. 17:24.4; La. R.S. 17:391.3 et. seq.; La. R.S. 17:3902; La. R.S. 17:4014-401; and, La. Admin. Code tit. 28, pt. XI, Subpart 1 (Bulletin 111), Subpart 3 (Bulletin 118), and Subpart 5 (Bulletin 127).
Within the LDOE, the Office of Academic Policy and Analytics is responsible for ensuring that the quality of its assessment instruments are in keeping with nationally recognized practices in the field of test measurement and psychometrics. Specific to this charge and in carrying out the objective of demonstrating validity and reliability in its testing program, the state employs Assessment Development Coordinators in English language arts (ELA), Mathematics, and Science, who possess in-depth content, standards, and assessment expertise, as well as a coordinator of the assessment of English learners and students with significant disabilities who reviews and confirms the alignment of developed and acquired test items to the Louisiana Student Standards and Louisiana Connectors. Additionally, all developed and acquired test items are brought to Assessment Development Educator Review Committees who are charged with, among other things, reviewing item alignment.

1. *Louisiana Education Assessment Program 2025 (LEAP 2025)*

Since 1999, Louisiana has administered statewide summative assessments to measure student performance and for accountability purposes. The Office of Academic Policy and Analytics within the LDOE is charged with the development, administration, scoring, and reporting of state assessments used in state and federal accountability.

**English Language Arts and Mathematics Standards and Assessment**

In 2010, the State of Louisiana began working to raise the expectations of education in Louisiana through the adoption of more rigorous and cohesive academic standards (Common Core State Standards) for ELA and mathematics. Transitional ELA and mathematics assessments were administered from 2012 through 2014, allowing districts and educators time to fully implement the new academic standards. In 2015, Louisiana administered the Partnership for Assessment of Readiness for College and Careers (PARCC) ELA and mathematics tests to students in grades 3-8 and continued to administer the Louisiana-created End-of-Course (EOC) assessments (Algebra I, Geometry, English II, and English III) to students in high school.

The 2016 LEAP assessments for grades 3-8 continued to measure Louisiana’s 2010 academic standards and were legislatively mandated by Act 342, for one year only, so that not more than 49.9% of the questions included in the assessments could be based upon a blueprint or intellectual property developed by the PARCC consortium, or any other federally funded consortium of states. The remaining percentage of questions for the 2016 grades 3 through 8 assessments were procured from a vendor’s existing item bank. High school ELA and mathematics assessments continued the administration of Louisiana-created EOC tests.

During the 2015-2016 academic year, Louisiana's English language arts/literacy and mathematics standards underwent a review pursuant to state law to ensure that they maintain strong expectations for teaching and learning aligned with college and workplace demands. The BESE approved and adopted the current Louisiana Student Standards for ELA and Mathematics in 2016.

**English Language Arts Vision for Instruction and Assessment**

The Louisiana Student Standards for ELA are designed to allow students to build the knowledge and skills necessary to become independent thinkers who can read and write. They focus on reading, writing, speaking, listening, and language use. The LEAP 2025 ELA assessments focus on an integrated approach to reading and writing that reflects instruction in an effective ELA classroom and measures a student’s ability to understand what they read and express that understanding in writing:

- careful, close reading of complex grade-level literary and informational texts
• a full range of texts from across the disciplines, including science, social studies, and the arts
• tasks that integrate key ELA skills by asking students to read texts, answer reading and vocabulary questions about the texts, and then write using evidence from what they have read
• questions worth answering, ordered in a way that builds meaning
• a focus on students citing evidence from texts when answering questions about a specific passage or when writing about a set of related passages
• a focus on words that matter most in texts, that are essential to understanding a particular text, and include context that allows a student to determine literal and figurative meanings

Each passage set focuses on either literary or informational texts. Each student completes two tasks, a Research Simulation Task and either a Narrative Writing Task or a Literary Analysis Task; the selection of the literary or narrative task is not disclosed prior to each test administration. Figure 1 shows a sample of the standards alignment of a Research Simulation Task that is structured to integrate reading and writing.
Figure 1: English Language Arts Writing Task Integrated Alignment Structure

Mathematics Vision for Instruction and Assessment

The Louisiana Student Standards for Mathematics (LSSM) support students to become mathematically proficient by focusing on three (3) components of mathematical rigor: conceptual understanding, procedural skill and fluency, and application.

- **Conceptual understanding** refers to understanding mathematical concepts, operations, and relations. It is more than knowing isolated facts and methods. Students should be able to make sense of why a mathematical idea is important and the kinds of contexts in which it is useful. It also allows students to connect prior knowledge to new ideas and concepts.
- **Procedural Skill and Fluency** is the ability to apply procedures accurately, efficiently, and flexibly. It requires speed and accuracy in calculation while giving students opportunities to practice basic skills. Students’ ability to solve more complex application tasks is dependent on procedural skill and fluency.
- **Application** provides a valuable context for learning and the opportunity to solve problems in a relevant and meaningful way. It is through real-world application that students learn to select an
efficient method to find a solution, determine whether the solution(s) makes sense by reasoning, and develop critical thinking skills.

The LEAP 2025 mathematics tests focus on testing the LSSM according to the components of rigor reflected in high-quality mathematics instructional tasks that

- require students to demonstrate understanding of mathematical reasoning in mathematical and applied contexts;
- assess accurate, efficient, and flexible application of procedures and algorithms;
- rely on application of procedural skill and fluency to solve complex problems; and
- require students to demonstrate mathematical reasoning and modeling in real-world contexts.

Each item on the LEAP 2025 mathematics assessment is referred to as a task and is identified by one of three types: Type I, Type II, or Type III.

- **Type I** tasks, designed to assess conceptual understanding, fluency, and application, are aligned to the major, additional, and supporting content for the grade/course. Some Type I tasks may be further aligned to LEAP 2025 evidence statements for the Major Content and Additional & Supporting reporting categories and allow for the testing of more than one standard in a task.

- **Type II** tasks are designed to assess student reasoning ability, as described in Mathematical Practice (MP) 3, of selected major content for the current or previous grade/course in mathematical or applied contexts. Type II tasks are further aligned to LEAP 2025 evidence statements for the Expressing Mathematical Reasoning and Modeling & Application reporting categories.

- **Type III** tasks are designed to assess student modeling ability, as described in MP 4, of selected content for the current or previous grade/course in applied contexts. Type III tasks are further aligned to LEAP 2025 evidence statements for the Expressing Mathematical Reasoning and Modeling & Application reporting categories.

<table>
<thead>
<tr>
<th>Chart 1 Mathematics Task Types</th>
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<tbody>
<tr>
<td><strong>Task Type</strong></td>
</tr>
<tr>
<td><strong>Type I</strong></td>
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<tr>
<td><strong>Type II</strong></td>
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<tr>
<td><strong>Type III</strong></td>
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</table>
2017-2018 Assessment and Development
In 2016, the state contracted with Data Recognition Corporation (DRC) to acquire previously-developed, high-quality assessment content and to develop a bank of Louisiana-owned test items for ELA and mathematics. The 2017-2018 LEAP 2025 assessments consisted of previously-developed, high-quality items with embedded field-test DRC-developed items. Beginning in June and running through August 2017, LDOE assessment coordinators for ELA and mathematics completed multiple rounds of review of items developed for field testing by DRC. In September and October of 2017, the LDOE convened LEAP 2025 Alignment and Item Content and Bias Review Committees composed of educators representing the demographic and regional diversity of the state to review the alignment of the previously-developed, high-quality items, and then, to review the content of the DRC-developed items, as well as any potential bias and sensitivity issues. The accepted previously-developed, high-quality assessment items became part of the operational test bank and DRC-developed items entered the field-test pool. After the Spring 2018 test administration, the DRC-developed items that were field tested proceeded rangefinding committees and/or data review committees. The rangefinding committees for the mathematics constructed-response items convened in June 2018. The data review committees for ELA and the mathematics machine-scored field test items convened in July 2018, while the data review committees who reviewed the mathematics hand-scored field test items convened in September 2018.

Science
Vision for Instruction and Assessment
The Louisiana Student Standards for Science were adopted by the BESE in 2017. The standards are based on a three-dimensional model of Science and Engineering Practices (SEP), Disciplinary Core Ideas (DCI), and Crosscutting Concepts (CCC). The LEAP 2025 science tests include item sets, standalone items, and a task set that assess a single Performance Expectation (PE) or bundled PEs. A bundle is two related PEs that can be used to help explain or make sense of a scientific phenomenon. Figure 2 provides an example of how PE bundles, scientific phenomena, stimuli, and items form an item set.
A phenomenon anchors each item set to give the set conceptual coherence. All items must support the particular phenomenon identified. Each item within an item set aligns to two or three dimensions from the PEs in a bundle and is linked to a stimulus or stimuli and to the other items within the item set. Achieving as full coverage of a bundle as possible requires developing items that target a variety of the dimensions represented in the PE bundle.

**2017-2018 Assessment and Development**
In 2015, the state contracted with WestEd to develop new science tests aligned to the new Louisiana Student Standards for Science. WestEd began item development in July of 2017. From July through August 2017, LDOE assessment coordinators for science completed multiple rounds of item reviews. In September of 2017, the LDOE convened LEAP 2025 Item Content and Bias Review Committees composed of educators representing the demographic and regional diversity of the state to review WestEd-developed items for content and potential bias. The accepted items entered the field-test pool. Students in grades three through eight took field test forms consisting of one item set, two to three stand-alone items, and one task set. The Biology field test items were embedded in an operational EOC test form aligned to the previous set of science standards. After the Spring 2018 science field test and Biology test administrations, the items went to rangefinding and/or data review committees. Rangefinding committees for the Biology field test items convened in May of 2018 and in June 2018 for grades three through eight. Data review committees for the Biology field test items convened in July 2018 and in September 2018 for grades three through eight.
2. *Louisiana Education Assessment Program - Connect (LEAP Connect)*

All students are expected to attain proficiency in the Louisiana Student Standards. Students with significant cognitive disabilities must have access to grade-level content and developmentally appropriate opportunities for academic achievement. Since the highest academic expectation for any student is that he or she will attain proficiency in the Louisiana Student Standards, students with significant cognitive disabilities should, whenever possible, have the same opportunity to reach grade-level achievement articulated for all students.

Alignment between the Louisiana Student Standards and Louisiana Connectors clarifies for teachers and specialists concrete paths toward student achievement. It also facilitates greater collaboration between teachers and specialists, which yields more opportunities for inclusion of students with significant disabilities.

Louisiana believes that all students, including those with significant cognitive disabilities, deserve an education that prepares them to be independent and successful in life after high school. Through quality and clear alignment of standards, instructional resources, and assessments, students can achieve academically and leave high school with the requisite skills for lifelong success. The goal is that students will continue to achieve increasingly higher academic outcomes and leave high school capable of pursuing postsecondary options.

**English Language Arts and Mathematics**

*Connectors and Assessments*

In spring 2016, the BESE approved the Louisiana Student Standards in English language arts and mathematics. In winter 2016, the BESE approved aligned standards, known as the *Louisiana Connectors* (ELA and math), for students with significant cognitive disabilities. The Louisiana Connectors have replaced what were formerly known as the Extended Standards. The Louisiana Connectors for ELA and math represent the major benchmarks along the pathway to achieving the expectations of each standard. The Louisiana Connectors are fully aligned to the Louisiana Student Standards in both ELA and math. The Connectors are not learning standards that exist separate and apart from the common expectations we have for all students. Instead, the Connectors are designed to provide developmentally appropriate content benchmarks toward the standards across all grade levels in ELAs and math.

To assess students on an annual basis, the LEAP Connect ELA and mathematics assessments replaced what was formerly referred to as the LEAP Alternate Assessment, Level 1 (LAA 1) for grades three through eight and eleven. The LEAP Connect assessments were administered for the first time in spring 2018 for grades three through eight and in spring 2019 for grade 11 using licensed content developed by the National Center and State Collaborative (NCSC) in an online testing platform.

**Science**

*Connectors and Assessments*

In spring 2017, the BESE approved the Louisiana Student Standards in Science. The standards are based on a three-dimensional model of Science and Engineering Practices, Disciplinary Core Ideas, and Cross Cutting Concepts. The BESE approved *Louisiana Connectors* (science) for students with significant cognitive disabilities in summer 2018.
To assess students in grades four, eight, and high school on an annual basis, new LEAP Connect science assessments will replace the LAA 1 tests. The assessment items/forms for these assessments will be developed through a contract with Measurement Incorporated. The first forms will be administered in spring 2020.

3. **English Language Proficiency Test – (ELPT)**

English learners (ELs) need to be exposed to strong English language models to help them acquire and practice English language skills. Keeping students in classes with their English-speaking peers allows them to become part of a community of learners with strong language skills, one where students acknowledge and appreciate one another’s skills and talents and support each other’s learning, especially when they are given an opportunity to cooperatively work on in-depth, project-based units of study. Research defines equitable, high-quality instruction for ELs as instruction where ELs receive language instruction through standards-based content from their content-area teachers, in addition to receiving explicit instruction of English language structures by an EL teacher. ELs need access to grade-level, standards-based instruction. Standards-based instruction starts with the [Louisiana Student Standards](https://www.louisiana.gov/lde/). This kind of instruction signals a fundamental upward shift in the knowledge, skills, and abilities that students must develop to be college and career ready in the 21st century. This shift also signals an increase in language demands across content areas, particularly for ELs, and which are addressed in the development and design of the [Louisiana Connectors for English Learners](https://www.louisiana.gov/lde/). The Connectors are the bridge that supports engagement in the content standards despite the limitation of English proficiency. Intended to be a supplement to content standards, they provide guidance and knowledge in the progression of language acquisition and provide support to teachers in the design of instruction based on students’ English proficiency. Although language does not necessarily develop in a linear fashion, it does develop in predictable stages.

**Connectors and Assessments**

In winter 2016, the BESE approved aligned English language proficiency standards, known as the Connectors for English Learners (ELs). As ELs learn and practice English in the classroom, they simultaneously interact with grade-level academic content. The Connectors for ELs describe higher expectations for ELs by integrating language development with appropriate grade-level academic content. The Connectors describe how language is used to meet the rigorous content demands in each grade and how ELs progress toward English language proficiency.

To assess students on an annual basis, the English Language Proficiency Test (ELPT) replaced what was formerly referred to as the English Language Development Assessment (ELDA) for kindergarten through grade twelve. The ELPT was administered for the first time in spring 2018 to students in kindergarten through grade twelve using licensed content in an online testing platform.

1.3 **Goals and Objectives**

The purpose of this independent alignment study is to help determine the degree to which standards and assessments are in agreement and serve in conjunction with one another to guide Louisiana’s educational system toward students’ academic proficiency. To accomplish this goal, the independent study will determine the degree to which Louisiana’s pool of ELA, mathematics, and science assessment items and Louisiana’s 2018-2019 LEAP 2025 assessments in ELA, Mathematics, and Science, as well as the LEAP
Connect and ELPT, measure the depth and breadth (e.g., full range, balance of content, and cognitive complexity) of the state’s academic content standards for selected grade levels. Included in the independent study will be an analysis of the alignment between the grades 3-8 and high school operational assessment items in the Louisiana item banks and the Louisiana Student Standards for English Language Arts, Mathematics, and Science, along with the Louisiana Connectors for Students with Significant Cognitive Disabilities and English Learners, and the alignment of the 2018-2019 operational forms of the LEAP 2025, LEAP Connect, and ELPT assessments to their test blueprints (e.g., full range, balance of content, and cognitive complexity). Complete analyses with conclusions drawn as a result of the alignment studies shall be delivered to LDOE as technical reports.

1.4 Term of Contract

1. The term of any contract resulting from this RFP shall begin on or about October 14, 2019 and is anticipated to end on June 30, 2021. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

<table>
<thead>
<tr>
<th>Agency</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Agency</td>
<td>Any department, commission, council, board, office, bureau, committee,</td>
</tr>
<tr>
<td></td>
<td>institution, agency, government, corporation, or other establishment of the</td>
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<tr>
<td></td>
<td>executive branch of this state authorized to participate in any contract</td>
</tr>
<tr>
<td></td>
<td>resulting from this solicitation</td>
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<tr>
<td>BESE</td>
<td>Board of Elementary and Secondary Education</td>
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<tr>
<td>CCC</td>
<td>Crosscutting Concepts</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected Proposer</td>
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<tr>
<td>DCI</td>
<td>Disciplinary Core Ideas</td>
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<tr>
<td>Discussions</td>
<td>For the purposes of this RFP, a formal, structured means of conducting</td>
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<td></td>
<td>written or oral communications/presentations with responsible Proposers who</td>
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<tr>
<td></td>
<td>submit proposals in response to this RFP</td>
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<tr>
<td>DOA</td>
<td>Division of Administration</td>
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<tr>
<td>DRC</td>
<td>Data Recognition Corporation</td>
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<tr>
<td>Term</td>
<td>Description</td>
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<td>-----------------------------</td>
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<tr>
<td>EBSR</td>
<td>Evidence-Based Selected Response</td>
</tr>
<tr>
<td>EL</td>
<td>English Learner</td>
</tr>
<tr>
<td>ELA</td>
<td>English Language Arts</td>
</tr>
<tr>
<td>ELDA</td>
<td>English Language Development Assessment</td>
</tr>
<tr>
<td>Electronic Copy</td>
<td>.pdf file(s) on a flash drive</td>
</tr>
<tr>
<td>ELPT</td>
<td>English Language Proficiency Test - Louisiana’s English language proficiency assessment for grades kindergarten through twelve</td>
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<tr>
<td>Extended-Response Item</td>
<td>Item that includes a performance task(s) such as writing in response to text, or completion of a task requiring justification, etc.</td>
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<tr>
<td>Interactive Item</td>
<td>Item that requires specialized interaction(s), such as drop-down menu, drag-and-drop capability, fill-in-the-blank, hotspot, or an equation/text editor, to provide a response</td>
</tr>
<tr>
<td>LAA</td>
<td>LEAP Alternate Assessment</td>
</tr>
<tr>
<td>LEAP</td>
<td>Louisiana Educational Assessment Program</td>
</tr>
<tr>
<td>LEAP 2025</td>
<td>Louisiana’s summative assessments in ELA, mathematics, and science</td>
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<tr>
<td>LEAP Connect</td>
<td>Louisiana’s alternate assessment</td>
</tr>
<tr>
<td>Louisiana Connectors for ELs</td>
<td>Louisiana’s English language proficiency standards</td>
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<td>Louisiana Connectors for Students with Significant Cognitive Disabilities</td>
<td>Louisiana’s alternate academic standards</td>
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<td>Louisiana Student Standards</td>
<td>Louisiana’s academic content standards</td>
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<tr>
<td>LSSM</td>
<td>Louisiana Student Standards for Mathematics</td>
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<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denote an advisory or permissible action.</td>
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<tr>
<td>MP</td>
<td>Mathematical Practice</td>
</tr>
<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
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<td>NCSC</td>
<td>National Center and State Collaborative</td>
</tr>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
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### PARCC Partnership for Assessment of Readiness for College and Careers

<table>
<thead>
<tr>
<th>PE</th>
<th>Performance Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer</td>
<td>A firm or individual who responds to this RFP</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>Selected-Response Item</td>
<td>Item that requires students to select, rather than write, their answers; includes both multiple-choice, multiple-select, and two-part Evidence-Based Selected-Response (EBSR) items</td>
</tr>
<tr>
<td>SEP</td>
<td>Science and Engineering Practices</td>
</tr>
<tr>
<td>Shall and Will</td>
<td>The terms “shall” and “will” denote mandatory requirements.</td>
</tr>
<tr>
<td>Should</td>
<td>The term “should” denotes a desirable action.</td>
</tr>
<tr>
<td>State</td>
<td>The State of Louisiana</td>
</tr>
</tbody>
</table>

1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in newspapers and post to LaPac</td>
<td>July 12, 2019</td>
</tr>
<tr>
<td>Pre-proposal conference (if applicable)</td>
<td>n/a</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>August 2, 2019</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>August 23, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>September 6, 2019.</td>
</tr>
<tr>
<td>Presentations &amp; Discussions (if applicable)</td>
<td>September 16 - 18, 2019</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>September 20, 2019</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>October 14, 2019</td>
</tr>
</tbody>
</table>

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

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

Karen Evans, Procurement Manager
RE: LEAP 2025, LEAP Connect, and ELPT Alignment Studies RFP, #678 PUR 3000012961
Louisiana Department of Education
Office of Management and Finance
P.O. Box 94064
Baton Rouge, LA 70804-9064

For courier delivery, the street address is Louisiana Department of Education, Purchasing and Contracts Section, 1201 North 3rd Street, 5th Floor, Room 5-242, Baton Rouge, LA 70802, and the telephone number is 225-342-3828. Please write RE: “LEAP 2025, LEAP Connect, and ELPT Alignment Studies RFP #678 PUR 3000012961” on the package itself. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals. The work tasks described in the RFP constitute a complex and challenging project that requires close attention. Companies should consider submitting a proposal only if they are committed to assigning the necessary resources to complete a project of this magnitude.

- The Proposer must have experience within the last three (3) years with large-scale assessment, and associated knowledge of best practices in the field of test measurement.
- The Proposer must have experience within the last three (3) years with public K-12 education.
- The Proposer must have experience conducting alignment-study activities between standards and measurement instruments.
- The proposer shall provide a sufficient number of qualified personnel to work closely with the State to manage the contract. Proposers must carefully consider the human resources necessary to complete the work activities of the RFP and will demonstrate in their proposals that they have sufficient human resources to complete project work in a timely manner.
- Names, titles, addresses, e-mails, and telephone numbers of at least three references for whom similar projects have been developed and implemented shall be supplied. Brief descriptions of these projects in terms of work performed shall include the development and implementation of customized alignment studies for general, alternate, and English language proficiency
assessments from other states. The proposal review process will include a survey of these references.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

- Experience in developing assessment items and tasks aligned to multi-dimensional science standards
- Experience in conducting alignment studies of multi-dimensional science standards

1.9 Proposal Response Format

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

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer’s official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

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

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

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section shall provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers shall describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers shall clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer Section 1.8.1.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section 1.8.2.

1.9.5 Approach and Methodology

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

This section of the proposal should include detailed information regarding the methodology for providing all services described in this RFP.

The functional proposal section of the successful Proposer’s proposal becomes the statement of work for which the Proposer will be contractually responsible. A proposal consisting of repetition of the RFP will not be a satisfactory indicator of the Proposer’s grasp of the complexity of the project. The Proposer should develop a plan that provides all of the services requested within the timeline of the RFP. Proposers should provide plans that include detailed procedures, timelines, personnel, and cost for each of the activities. The proposer shall identify personnel to be assigned to perform contract responsibilities, describe their similar previous work experience, and specify the portions of the contract for which each staff member will be responsible. The inclusion of flowcharts or diagrams that can help the LDOE understand the material quality, technical processes, and quality-control procedures are encouraged in the proposal.
The following information should be stated clearly in the proposal:

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement Description</th>
<th>Proposal Page Reference/ Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>An understanding of the nature of the project and how the proposal will best meet the needs of the state agency</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A functional approach (see section 2.1) that reflects the most cost-effective and efficient means of accomplishing the State’s requirements and timelines in providing the services and products in the RFP, including the approach used for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- alignment criteria for evaluation that are defensible and appropriate for LEAP 2025 English language arts, mathematics, and science assessments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- alignment criteria for evaluation that are defensible and appropriate for LEAP Connect English language arts, mathematics, and science assessments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- alignment criteria for evaluation that are defensible and appropriate for the ELPT</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>A proposed project work plan that reflects the approach and methodologies, tasks and services to be performed, deliverables, reasonable timetables, and staffing. The timetable should show completion dates that reflect the Proposer’s ability to meet critical deadlines.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Reasons and rationales of how the proposed methodologies best meet the LDOE’s requirements and needs, along with studies and samples that provide defensible results of the methodologies</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Plans for establishing alignment review panels, recruiting panelists with appropriate experience (content expertise, experience in standards development, curriculum and instruction development, or test development), creating panelist meetings, materials and procedures/agendas for the meetings The alignment review panels should consist of knowledgeable and experienced third-party experts who</td>
<td></td>
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<td></td>
<td>- Demonstrate knowledge and experience in education for diverse populations, including:</td>
<td></td>
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<tr>
<td></td>
<td>- General education students and in statewide general assessments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Students with significant cognitive disabilities and in alternate assessments</td>
<td></td>
</tr>
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<td></td>
<td>- English learners and in English proficiency assessments</td>
<td></td>
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<tr>
<td></td>
<td>- Demonstrate knowledge and experience in alignment for a variety of assessments, including:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- General statewide assessments (ELA, mathematics, science)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Alternate assessments (ELA, mathematics, science)</td>
<td></td>
</tr>
</tbody>
</table>
1.9.6 Proposed Staff Qualifications

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the roles and responsibilities of all persons on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer Section 1.8.1.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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.

In RFP’s requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurshipships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com
Additionally, a list of Hudson and Veteran Initiative small entrepreneurshipships, 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: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

1.9.8 Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project’s proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

The proposer must submit, under separate cover from the technical proposal, an itemized cost for each task by completing the cost sheet in Attachment IV. The total cost will include all costs for the required tasks listed in the chart, such as meeting expenses, development of technical reports, etc. that the proposer expects to be paid in order to provide all services in the tasks as described in this RFP.

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requires six (6) copies of the proposal be submitted in both hard copy and electronic versions and one (1) electronic copy with confidential information, trade secrets, and proprietary information redacted to the RFP Coordinator at the address specified. At least one (1) of the six (6) copies of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.
1.11 **Technical and Cost Proposals**

The State requests the following:

- One (1) Original (clearly marked “Original”) and six (6) numbered copies (quantity includes the redacted copy) of the technical proposal. All should be clearly marked technical proposal.

- One (1) Original (clearly marked “Original”) and six (6) numbered copies (quantity includes the redacted copy) of the cost proposal. All should be clearly marked cost proposal.

1.12 **Legibility/Clarity**

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

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

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the 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 Louisiana Department of Education.

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

1.14.1  Pre-proposal Conference

Not required for this RFP.

1.14.2  Proposer Inquiries

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

Karen Evens
Email: RFP_LDE@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time 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 the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

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

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website http://www.doa.la.gov/Pages/osp/Index.aspx. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=portal. Help scripts are available on OSP website under vendor center at: http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.

1.14.3  Blackout Period

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

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

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

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

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

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

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at [https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm](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.
1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

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

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

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

1.22 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and
effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

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

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

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

1.24 Use of Subcontractors

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

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

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

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Due to time constraints, the oral presentations may be delivered virtually rather than in-person and proposer should tentatively reserve the week of September 16, 2019 to provide a virtual presentation on their proposal. The State may adjust technical scoring as a result of clarifications provided during the oral presentation using the original evaluation criteria.
1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

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

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.29 Contract Award and Execution

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.
If the contract negotiation period exceeds fourteen (14) business days, or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

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

The State will notify the successful Proposer(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), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

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

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

1.32.1 Contractor’s Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

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

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

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

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated
work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

1.32.4.1.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
LEAP 2025, LEAP Connect, and ELPT Alignment Studies

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

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.
1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

1.32.8 Workers Compensation Indemnity

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

1.33 Indemnification and Limitation of Liability

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

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

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

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

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

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

1.34 Payment

Payment terms shall be negotiated with the successful Proposer.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State’s bank to the payee’s bank. Please see Attachment III for additional information regarding electronic payment methods and registration.
1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

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

The State legislative auditor, federal auditors and internal auditors of the Department of Department of Education, 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 five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State’s RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.
1.41  **Contract Modifications**

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

1.42  **Substitution of Personnel**

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

1.43  **Governing Law**

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44  **Claims or Controversies**

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

1.45  **Code of Ethics**

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

1.46  **Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.
1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Louisiana Department of Education seeks to conduct external independent alignment studies for the Louisiana Comprehensive Assessment System which includes (1) LEAP 2025 assessments in English language arts, mathematics, and science for grades 3-8, English I, English II, Algebra I, Geometry, and Biology; (2) Louisiana alternate assessments (LEAP Connect); and (3) English language proficiency assessments (ELPT).

The Contractor will conduct alignment studies to document the alignment between Louisiana assessment items--LEAP 2025, LEAP Connect, and ELPT--and grade-level academic achievement standards, alternate academic achievement standards, and English language proficiency standards, respectively. The Contractor will also evaluate the alignment of the assessments to the depth and breadth of the content standards for the grades that are being assessed, the representativeness of the full range of the Louisiana student standards, the balance of content and cognitive complexity, and the degree to which the assessments support the intended interpretations and uses of the results. The Contractor will evaluate the degree to which the test designs are tailored to the specific knowledge and skills in Louisiana’s standards (i.e., academic content, alternate, and English language proficiency).

The alignment studies will serve the following purposes:

- Collecting validity evidence
- Meeting the requirements of the A State’s Guide to the U.S. Department of Education’s Assessment Peer Review Process
- Improving item and test development

The alignment studies shall involve independent, third-party content-area experts who systematically evaluate and judge the content match in breadth, depth, and cognitive complexity using available resources and materials such as academic content standards, Connector standards, assessment frameworks, technical reports, scoring processing rules, and assessment guidance. Complete and comprehensive analyses with conclusions drawn from the results of the studies shall be delivered to the Louisiana Department of Education as technical reports.

2.2 Task and Services

The alignment studies should be carried out to fulfill the requirements detailed below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement Description</th>
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| 2.2.1 | The Contractor shall provide alignment study plans for each of the following assessments:  
- LEAP 2025 assessments in English Language Arts, mathematics, and science for grades 3-8 and high school  
- LEAP Connect assessments in English Language Arts, mathematics, and science  
- ELPT (English Language Proficiency Test) |
2.2.2 The Contractor shall provide a project work plan that reflects the approach and methodologies, tasks and services to be performed, deliverables, reasonable timelines, and staffing. The timetable will be agreed upon by LDOE and the Contractor.

2.2.3 The Contractor shall provide monthly status reports which document the activities of the Contractor, reference supporting documents, summarize conference calls and other communications, and summarize the status of the work relative to the project work plan to the Project Manager at the Louisiana Department of Education, Office of Academic Policy and Analytics.

2.2.4 The Contractor shall provide detailed methodologies, along with the theoretical frameworks and rating methods/rubrics used in evaluating and assessing the content alignment to the Louisiana Student Standards for regular education students, the Louisiana Connectors for Students with Significant Cognitive Disabilities, and the Louisiana Connectors for English Learners, as appropriate. [https://www.louisianabelieves.com/resources/library/academic-standards](https://www.louisianabelieves.com/resources/library/academic-standards).

2.2.5 The Contractor shall provide reasons and rationales of how the methodologies best meet the LDOE’s requirements and needs along with studies and samples that provided defensible results.

2.2.6 The Contractor shall provide plans, theoretical and statistical methodologies, materials, and procedures for each of the alignment studies. Each of the studies shall examine the alignment at the item-level and the test-level. For LEAP 2025 ELA and Math, item-level alignment shall examine the previously-developed, high-quality bank of items and the items developed by DRC available during the 2019 forms construction. For science, the item-level studies shall examine the alignment of WestEd-developed items in the Science bank available for selection on the 2020 forms. ELA/Math and Science shall examine alignment of the items in the bank to the Louisiana State Content Standards. For LEAP Connect assessments, the study shall examine the alignment of the LEAP Connect licensed and developed bank of items to the Louisiana Connectors for Students with Significant Cognitive Disabilities and the Louisiana Student Standards. For ELPT, the study shall examine the alignment of licensed content to the Louisiana Connectors for English Learners and the Louisiana Student Standards. For test-level alignment, the studies shall examine whether the forms cover the depth, breadth, and cognitive complexity that is represented in the standards. This should be done by comparing each of the forms to the blueprint for that grade and subject.

2.2.7 The Contractor shall establish diverse alignment review panels, recruit panelists with appropriate experience (content expertise, experience in standards development, curriculum and instruction development, or test development), facilitate panelist meetings, prepare materials, procedures and agendas for the meetings. The Contractor will be responsible for all costs and arrangements related to review meetings. The Contractor will also assume the cost for the facility, refreshments, lunch, and materials, as well as travel reimbursements (hotel, mileage, meals) for participants. In addition, the contractor will provide daily substitute teacher reimbursement ($90 per day average) and/or honoraria ($120 per day). The Contractor will handle all the administrative tasks relative to the processing of the payments mentioned above.

2.2.8 The Contractor shall provide technical reports by the agreed-upon timelines. The reports shall include study results that include the following:
   1. Evaluation results of the previously-developed, high-quality items alignment to the Louisiana Student Standards for ELA and Math.
   2. Evaluation results of the DRC-developed ELA and Math items and all WestEd-developed science items alignment to the Louisiana Student Standards.
   3. An evaluation of the degree to which the LEAP 2025 assessments are tailored to the knowledge and skills included in the Louisiana Student Standards.
   4. An evaluation of the inclusion of challenging content and complex demonstrations or applications of knowledge and skills (i.e., higher-order thinking skills) in the LEAP 2025 assessments.
5. Evaluation results of the NCSC-developed items alignment to the Louisiana Student Standards and Connectors for students with significant cognitive disabilities.
6. Evaluation results of the MI/edCount-developed items alignment to the Louisiana Student Standards and Connectors for students with significant cognitive disabilities.
7. An evaluation of the degree to which the LEAP Connect assessments are tailored to the knowledge and skills included in the Louisiana Student Standards and Connectors for students with significant cognitive disabilities.
8. An evaluation of the inclusion of challenging content and complex demonstrations or applications of knowledge and skills (i.e., Tier 3 and Tier 4) in the LEAP Connect assessments.
9. Evaluation results of the ELPA21-developed items alignment to the Louisiana Connectors for English learners.
10. An evaluation of the degree to which the ELPT are tailored to the knowledge and skills included in the Louisiana Student Standards and Louisiana Connectors for English learners.
11. An evaluation of the inclusion of challenging content and complex demonstrations or applications of knowledge and skills (i.e., Level 4) in the ELPT.
12. Evidence of the overall quality of the assessments to the Louisiana Student Standards, Louisiana Connectors for students with significant cognitive disabilities, and Louisiana Connectors for English learners in breadth, depth, and complexity.
13. Evidence to show the assessments tap the intended cognitive processes appropriate for each grade level as represented in the Louisiana Student Standards, Louisiana Connectors for students with significant cognitive disabilities, and Louisiana Connectors for English learners.
14. Evidence of item and test form alignment for Spanish math forms and braille forms, and comparability of these forms to the English forms in the meaning and interpretation.
15. Recommendations, where needed, for improving the strengths of alignments.

2.2.9 The Contractor will work closely with the LDOE to develop the necessary timelines and project work plans to ensure that all deliverables mentioned in the RFP are successfully completed according to the timelines and schedules outlined by the State.

Collaboration between the Contractor and the LDOE includes, but is not limited to the following:
- Developing timelines to ensure deadlines are clearly communicated
- Providing and maintaining a method for transferring secure assessment content between the Contractor, LDOE, and external sources and partners.
- Providing and implementing a quality assurance plan that outlines the procedures and steps involved to ensure error-free deliverables.

The Contractor shall meet regularly with the LDOE to ensure the timeliness of deliverables.

2.3 Deliverables
Table 1 lists the required deliverables and anticipated timelines for the contract years 2019-2020 and 2020-2021. The dates shown below may be adjusted at the mutual consent of the LDOE and the Contractor. Each year, prior to the initial stage of development and implementation, the LDOE and Contractor will convene during a planning meeting to discuss the schedule for the upcoming year, as well as details of major tasks.
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
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| **October 2019**| ● Planning Meeting  
                ● Submit 2019-2020 Work Plan (first draft) |
| **November 2019**| ● Submit Alignment Study Plan - LEAP 2025 ELA and Mathematics  
                ● Submit Alignment Study Plan - LEAP Connect Mathematics, grades 3-8  
                ● Submit Alignment Study Plan - ELPT |
| **December 2019**| ● Finalize 2019-2020 Work Plan  
                ● Submit Alignment Study Plan - LEAP 2025 science  
                ● Conduct Alignment Study - LEAP 2025 ELA and Mathematics  
                ● Conduct Alignment Study - LEAP Connect Mathematics, grades 3-8  
                ● Conduct Alignment Study - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
| **January 2019**| ● Conduct Alignment Study - LEAP 2025 ELA and Mathematics  
                ● Conduct Alignment Study - LEAP Connect Mathematics, grades 3-8  
                ● Conduct Alignment Study - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
| **February 2020**| ● Conduct Alignment Study - LEAP 2025 ELA and Mathematics  
                ● Conduct Alignment Study - LEAP Connect Mathematics, grades 3-8  
                ● Conduct Alignment Study - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
| **March 2020** | ● Conduct Alignment Study - LEAP 2025 ELA and Mathematics  
                ● Conduct Alignment Study - LEAP Connect Mathematics, grades 3-8  
                ● Conduct Alignment Study - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
| **April 2020** | ● Conduct Alignment Study - LEAP 2025 ELA and Mathematics  
                ● Conduct Alignment Study - LEAP Connect Mathematics, grades 3-8  
                ● Conduct Alignment Study - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
| **May 2020** | ● Submit Alignment Study Technical Report - LEAP 2025 ELA and Mathematics  
                ● Submit Alignment Study Technical Report - LEAP Connect Mathematics, grades 3-8  
                ● Submit Alignment Study Technical Report - ELPT  
                ● Conduct Alignment Study - LEAP 2025 science |
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<tr>
<th>Date</th>
<th>Activity</th>
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<tbody>
<tr>
<td>June 2020</td>
<td>● Submit Alignment Study Technical Report - LEAP 2025 science</td>
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<tr>
<td><strong>Year 2</strong></td>
<td><strong>July 2020-June 2021</strong></td>
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<tr>
<td>July 2020</td>
<td>● Planning Meeting</td>
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<tr>
<td></td>
<td>● Submit 2020-2021 Work Plan (first draft)</td>
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<tr>
<td>August 2020</td>
<td>● Finalize 2020-2021 Work Plan</td>
</tr>
<tr>
<td></td>
<td>● Submit Alignment Study Plan - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
</tr>
<tr>
<td>October 2020</td>
<td>● Conduct Alignment Study - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
</tr>
<tr>
<td>November 2020</td>
<td>● Conduct Alignment Study - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
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<td>December 2020</td>
<td>● Conduct Alignment Study - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
</tr>
<tr>
<td>January 2021</td>
<td>● Conduct Alignment Study - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
</tr>
<tr>
<td>February 2021</td>
<td>● Conduct Alignment Study - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
</tr>
<tr>
<td>March 2021</td>
<td>● Submit Alignment Study Technical Report - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science grades 4, 8, and HS</td>
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</table>

Accurate and timely delivery is imperative; therefore, the Contractor shall be required to enter into the following agreement for the completion of the critical activities identified below.

Failure to complete key activities within the time fixed in the contract will result in substantial injury to LDOE, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each day work remains uncompleted on key activities or deliverables beyond the time set for its completion, the Contractor shall pay liquidated damages to the LDOE. For failure to meet the delivery schedule shown in Table 1, the sum as shown in Table 2 shall be assessed as liquidated damages for such delay, and not as a penalty. At the sole option of the LDOE, these liquidated damages (a) shall be immediately due and payable to the LDOE; or (b) shall be deducted from the money due the Contractor as compensation under this agreement. This shall be in addition to any other remedies the LDOE has by law. The dates shown below may be adjusted at the mutual consent of the LDOE and the Contractor.
Table 2: Liquidated Damages for Delay

<table>
<thead>
<tr>
<th>Activity or Deliverable</th>
<th>Expected Date</th>
<th>Liquidated Damages (per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alignment Study Plan - LEAP 2025 ELA and Mathematics</td>
<td>November 22, 2019</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Plan - LEAP Connect Mathematics, grades 3-8</td>
<td>November 22, 2019</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Plan - ELPT</td>
<td>November 22, 2019</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Work Plan 2019-2020</td>
<td>December 6, 2019</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Plan - LEAP 2025 science</td>
<td>December 13, 2019</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Technical Report - LEAP 2025 ELA and Mathematics</td>
<td>May 18, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Technical Report - LEAP Connect Mathematics, grades 3-8</td>
<td>May 18, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Technical Report - ELPT</td>
<td>May 18, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Results - LEAP 2025 science</td>
<td>June 15, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Work Plan 2020-2021</td>
<td>August 17, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
<tr>
<td>Alignment Study Plan - LEAP Connect ELA, grades 3-HS; mathematics, HS; and science, grades 4, 8, HS</td>
<td>August 31, 2020</td>
<td>$2,500/ day for first five days; $5,000/ day for each day thereafter</td>
</tr>
</tbody>
</table>
2.4 Technical Requirements
Not applicable to this RFP.

2.5 Project Requirements

The Contractor will designate a team of professional individuals to work on or manage each task. The responsibilities of the management team shall include:

- working with the LDOE to plan and schedule all activities and deliverables,
- receiving approval from the LDOE for any change to the scope of work,
- monitoring and reporting the progress of each task,
- managing conference calls for reporting the progress and issues for each activity,
- recording the results of discussions and clarifying the issues in meeting minutes,
- ensuring deliverables are on schedule,
- informing the LDOE of any personnel changes, and
- ensuring every processing step is completed on time with 100% accuracy.

Quality Assurance. Error-free production shall be required and shall be the final responsibility of the contractor.

Key Personnel. The LDOE Assistant Superintendent of the Office of Academic Policy and Analytics (the "State Project Coordinator") will provide oversight of the activities conducted under the contract. The State Project Coordinator will be the principal point of contact on behalf of the State concerning the contractor's performance under the contract.

The contractor shall designate the following individual who will be assigned to work with the State on this program.

Project Manager. This position oversees and monitors the planning, scheduling, progress, and quality of the work.

The designated individual for the State Contract is referred to hereafter as "key personnel."

The contractor will work with the State to ensure that work for the State is given the highest priority. Staff members from the LDOE's Office of Academic Policy and Analytics will be assigned to monitor this contract under the supervision of the State Project Coordinator.

Editorial Review and Proofing. Editorial review and proofing of all materials are among the most critical requirements of this RFP/contract. The contractor shall be responsible for conducting editorial review of all materials.
Editorial staff must have experience in reviewing educational material for the appropriate content areas.

**Project Report.** At the end of the contract year, the contractor will prepare a final project report that summarizes the year’s activities, identifies any problems, and suggests modifications. This project report should also include all the conference call minutes and memos regarding major decisions. Graphs, charts, and diagrams should be included.
PART 3: EVALUATION

The purpose of the RFP process is to secure the contractor most capable of providing the services specified in this document. Selection of the contractor will be made solely on the basis of the most responsive proposal submitted by a qualified proposer that satisfies all services and products described in this RFP. The State reserves the right to award a contract based on initial offers received.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

Proposals submitted should follow the format in Section 1.9. Written or oral discussion/presentations may be conducted as described in Section 1.25. The following areas of consideration will be used as evaluative criteria in the competitive award of this contract.

A. Corporate Qualifications and Management Support

This refers to the capability of the organization to perform the work requested in the RFP. This includes whether the organization has sufficient resources to work within the time constraints while maintaining desired performance levels and the level of competence of their professional personnel who will be assigned to the job by the proposer.

Qualifications of professional personnel will be judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature. Resumes of professional personnel assigned to the project shall be included in the proposal. The proposal should explain the administrative commitment to the Louisiana project in terms of approximate work hours for each person assigned to the project through each phase of the contract. A chart with each name, number of hours per contract year, positional title, and main job responsibilities should be included in the proposal.

B. Experience

The proposer must demonstrate previous successful experience with at least one similar program designed to evaluate the alignment of assessments of the size and scope of the ones described in the RFP. Letters of reference from clients involved in the program are required. Names and telephone numbers of contact persons to substantiate the proposer’s successful completion of similar programs shall be included in the proposal. Documentation that reflects the quality offered by the proposer should be included in an appendix to the technical report.

C. Functional Requirements/Approach and Methodology

The proposer should submit a plan that provides all of the services expected within the timeline of the RFP. A proposal consisting of repetition of the RFP only will not be a satisfactory indicator of the proposer’s grasp of the complexity of the project. Each proposal will be evaluated on (1) the proposer’s understanding of the nature and scope of the work involved, (2) the proposer’s procedures, with an emphasis on the techniques proposed for executing each task, the sequencing of tasks, and the methods used for quality assurance, and (3) the quality of the evidence submitted by the proposer. The proposal should reflect compliance with all activities and procedures requested in the RFP.
D. Cost

The proposer must submit an itemized cost proposal by completing the cost sheets. For informational purposes only, the proposer must include additional documentation identifying the total estimated number of hours and hourly rates for the project staff assigned to this contract. The total proposed cost will be evaluated for the purpose of selecting the successful proposer. The cost information submitted with each proposal will be evaluated with a standard formula that assigns 30 points to the proposer submitting the lower cost. Payments will be made in accordance with the cost information provided.

The criteria for the evaluation process will be weighted as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Corporate Qualifications and Management Support</td>
<td>10</td>
</tr>
<tr>
<td>B. Experience</td>
<td>13</td>
</tr>
<tr>
<td>C. Functional Requirements/Approach and Methodology</td>
<td>40</td>
</tr>
<tr>
<td>D. Louisiana Veteran and/or Hudson Initiative</td>
<td>12</td>
</tr>
<tr>
<td>- Up to 10 points available for Hudson-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>- Up to 12 points available for Veteran-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>- If no Veteran-certified Proposers, those two points are not awarded.</td>
<td></td>
</tr>
<tr>
<td>See Section 3.2 for details.</td>
<td></td>
</tr>
<tr>
<td>E. Cost</td>
<td>25</td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td>100</td>
</tr>
</tbody>
</table>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 32 points (50%) of the total available points in the technical categories of Corporate Qualifications and Management Support, Experience, and Functional Requirements/Approach and Methodology to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award per Section 1.30.
3.1 Cost Evaluation

The cost information submitted with each proposal will be evaluated with a standard formula. The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

\[ CCS = \left( \frac{LPC}{TCP} \times 25 \right) \]

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

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

   i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
   ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
   iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
   iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

   i. Subcontractor’s name;
   ii. Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).
PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements
The Contractor shall deliver all deliverables as outlined in Table 1: Schedule of Major Deliverables on pages 48-49.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:
No additional information is needed, see outline in Table 1: Schedule of Major Deliverables on pages 48-49.

4.2.2 Monitoring Plan:
Dana Maxie, Chief of Staff will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Jan Sibley, Assessment Director will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: ________________________________________________

B. E-mail Address: ______________________________________________________

C. Facsimile Number with area code: (         ) ____________________________

D. US Mail Address: _____________________________________________________

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

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

1. The information contained in its response to this RFP is accurate;

2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

4. Proposer’s quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;

5. Proposer understands that if selected as the successful Proposer, he/she will have fourteen (14) 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)

7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer
shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or Authorized Representative

________________________________________________________

Typed or Printed Name:

________________________________________________________

Date:

________________________________________________________

Title:

________________________________________________________

Company Name:

________________________________________________________

Address:

________________________________________________________

City: __________________________ State: ______________ Zip: __________
### ATTACHMENT II: SAMPLE CONTRACT

**CONTRACT BETWEEN STATE OF LOUISIANA**

**NAME OF DEPARTMENT/AGENCY**

Click here to enter the Department/Agency name

**AND**

**CONTRACTOR NAME**

Click here to enter the Contractor name

**CONTRACT NUMBER (ISIS/LAGOV)**

Click here to enter the contract number

**TYPE OF SERVICES TO BE PROVIDED**

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Consulting Services</th>
<th>Social Services</th>
<th>Personal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR (Legal Name if Corporation)</th>
<th>FEDERAL EMPLOYER TAX ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter the Contractor</td>
<td>Click here to enter the</td>
</tr>
<tr>
<td>Contractor’s FEIN</td>
<td>Contractor’s FEIN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LDR Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter the State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter the Contractor’s street address</td>
<td>Click here to enter the Contractor’s telephone number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter the Contractor’s city</td>
<td>Click here to enter the Contractor’s state</td>
<td>Click here to enter the Contractor’s zip code</td>
</tr>
</tbody>
</table>

**TERM OF CONTRACT**

This Contract shall begin on Click here to enter the begin date of the contract and shall end on Click here to enter the end date of the contract. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.
COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of $ Click here to enter the maximum contract amount, over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables described in Acceptance of Deliverables; receipt of an invoice; and written approval of Click here to enter the Name of agency’s designee.

The State shall make every reasonable effort to make payments within Click here to enter the number of days the State will make payments within. 25 business days is recommended of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS
No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES
Click here to list goals and objectives of this contract.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to State as specified in this Section and in any attachments. Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers’ Proposal. This information may be included in an attachment if detail is lengthy.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:
- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

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

ACCEPTANCE OF DELIVERABLES
Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

A. General. The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

B. Submittal and Review. Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.
Upon Contractor’s written notification, the State Project Director shall review the Deliverable within Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended. Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. Acceptance or Rejection. A Deliverable shall be considered accepted unless, within the Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended. The amount of days listed here must match the number of days listed in B, the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

D. Resubmitting Deliverables. Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended. A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT
The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF
Click here to enter the title only of the personnel who will approve payments

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.
SUBSTITUTION OF KEY PERSONNEL
The Contractor’s personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES
State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor’s performance under this Contract.

TAXES
Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State’s obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE
Should the State determine that the Contractor has failed to comply with the Contract’s terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE
State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.
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 OF WORK PRODUCT
All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the 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 be returned by Contractor to State, at Contractor’s expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION
Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP
All records, reports, documents 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 the Contract. All material related to the 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 be returned by Contractor to State, at Contractor’s expense, at termination or expiration of the Contract.

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.

ASSIGNABILITY
Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice
of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

RIGHT TO AUDIT
Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

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.

NON-DISCRIMINATION

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

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 disclosed 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.

CONFIDENTIALITY
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS
Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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

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

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

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

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

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

STAFF INSURANCE
Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the
work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

**LICENSES AND PERMITS**
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

**SECURITY**
Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

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

**SEVERABILITY**
If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**HEADINGS**
Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

**ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**
This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

**CONTRACT APPROVAL**
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**
See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.
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.

WITNESSES SIGNATURES: WITNESSES SIGNATURES: STATE AGENCY SIGNATURE:

By: By: ________________________________

Title: ________________________________

______________________________

______________________________

WITNESSES SIGNATURES: CONTRACTOR SIGNATURE:

By: ________________________________

Title: ________________________________
OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE
Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT
Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT
Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT
Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES
Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment Click here to enter the Attachment identification letter or number.

INTRODUCTION
Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.

DESCRIPTION OF SERVICES/TASKS
Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.

SCHEDULE REQUIREMENTS
Click here to describe major schedule milestones, such as: project start, when work plan shall be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.

PERFORMANCE MEASURES AND MONITORING PLAN
Click here to describe the performance measures to be taken during the project and monitoring plan.
The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as:
Click here to list performance measures which should be measurable and time bound.

MONITORING PLAN
Click here to enter the Name and Title or Position will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Click here to enter the Name and Title or Position will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

DELIVERABLES
Contractor agrees to provide the following deliverables within the time frames specified herein:
Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES
Contractor agrees to provide the following Contract related resources:

   A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

   B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

   C. Personnel Changes. Contractor’s Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

   D. Other Resources. Contractor shall provide other resources as specified in Attachment Click here to enter the Attachment identification letter or number.

CONTRACTOR PERSONNEL
The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:
<table>
<thead>
<tr>
<th>Name</th>
<th>Company Responsibilities</th>
<th>Classification Rate</th>
<th>Expected Duration</th>
</tr>
</thead>
</table>

Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

**STATE FURNISHED RESOURCES**

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment Click here to enter the Attachment identification letter or number.
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: [http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf](http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf)

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaCarte</td>
<td></td>
<td></td>
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<tr>
<td>EFT</td>
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</tr>
</tbody>
</table>

_________________________________________
Printed Name of Individual Authorized
Authorized Signature for payment type chosen

Email address and phone number of authorized individual
ATTACHMENT IV: COST SHEET

Proposer must complete and submit an itemized cost for each task by completing this cost sheet. The total cost will include all costs for the required tasks listed in the chart, such as meeting expenses, development of technical reports, etc. that the proposer expects to be paid in order to provide all services in the tasks as described in the RFP.

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>FY 19-20 (Year 1)</th>
<th>FY 20-21 (Year 2)</th>
<th>Total 2-year cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Meetings</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Work Plan</td>
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<tr>
<td><strong>LEAP 2025 ELA and Mathematics</strong></td>
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<tr>
<td>- Alignment Study Plan</td>
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<tr>
<td>- Alignment Study Technical Report</td>
<td></td>
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<tr>
<td><strong>LEAP Connect Mathematics, grades 3-8</strong></td>
<td></td>
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<tr>
<td>- Alignment Study Plan</td>
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<tr>
<td>- Alignment Study Technical Report</td>
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<td><strong>ELPT</strong></td>
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<td>- Alignment Study Plan</td>
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<tr>
<td>- Alignment Study Technical Report</td>
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<tr>
<td><strong>LEAP 2025 science</strong></td>
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<tr>
<td>- Alignment Study Plan</td>
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<tr>
<td>- Alignment Study Technical Report</td>
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</tr>
<tr>
<td><strong>LEAP Connect ELA, grades 3-HS; mathematics, HS; and science 4, 8, HS</strong></td>
<td></td>
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<td></td>
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<tr>
<td>- Alignment Study Plan</td>
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<tr>
<td>- Alignment Study Technical Report</td>
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<tr>
<td><strong>Miscellaneous tasks/projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit A

1.1 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A:- VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

1.1.1 Contractor’s Insurance

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

1.1.2 Minimum Scope and Limits of Insurance

1.1.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

1.1.2.2 Commercial General Liability

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

1.1.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.
1.1.2.4 Automobile Liability

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

1.1.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.1.3 Deductibles and Self-Insured Retentions

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

1.1.4 Other Insurance Provisions

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

1.1.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

1.1.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
1.1.4.3  All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.1.5  Acceptability of Insurers

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.1.6  Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
Click here to enter the Agency Name, Its Officers, Agents, Employees and Volunteers
Click here to enter the Agency’s address, city, state, and zip code.
Click here to enter the Project or Contract #
In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

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

1.1.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

1.1.8 Workers Compensation Indemnity

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

1.2 Indemnification and Limitation of Liability

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

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

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

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

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

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