

Louisiana Believes

**Louisiana Charter RFA
Charter Application Evaluation Provider
Request for Proposals**

**John White
State Superintendent of Education**

January 4, 2012

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CRITICAL RFP DATES

Process Step	Target Date	Process Step	Target Date
RFP Released	Jan. 18, 2013	Proposal Submission Deadline	Feb. 20, 2013
Pre-Proposal Conference	Jan. 25, 2013	Winning Proposal Announced	Feb. 27, 2013
Deadline for Proposer Questions	Feb. 1, 2013	Scheduled Execution of Contract	Mar. 6, 2013
Response to Proposer Questions Released	Feb. 6, 2013	BESE Approval of Contract	Mar. 8, 2013
Scheduled Beginning of Service Provision: March 29, 2013			

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposal (RFP) is issued by the Louisiana Department of Education, Office of School Choice (herein referred to as the State).

The purpose of this RFP is to secure the services of a high-quality independent evaluation provider to evaluate 2013 charter school applications submitted to the State.

The goal of the 2013 charter school approval process is to approve charter applicants capable of opening and operating high-performing charter schools. This new process will require the independent evaluation provider to provide input on:

- 1) initial submissions by start-up charter applicants that focus on vision, qualifications and targeted student outcomes;
- 2) initial submissions by experienced charter operators that focus on their capabilities to open excellent charter schools in Louisiana;
- 3) detailed business plans (including plans for special education students and student discipline) by applicants with approved initial submissions;
- 4) field visits to the sites of experienced charter operators to assess quality and capabilities; and
- 5) multi-phase interviews of start-up charter applicants and experienced charter operators.

Review teams must be prepared to begin the evaluation of charter application components by March 15, 2013.

This RFP will enable the State secure the services of an independent evaluation provider with:

- detailed knowledge of the educational, financial, and operational characteristics that drive successful charter schools;
- the ability to write clear, complete and defensible evaluations of charter application submissions; and
- the capacity and flexibility to evaluate an unknown number of charter application components in each stage of the new evaluation process.

1.2 Background

The Louisiana Charter School Demonstrations Program Law requires the State to provide for an independent evaluation of all charter proposals by a third party with educational, organizational, legal, and financial expertise. The State has designed a new evaluation process that:

- requires applicants to submit shorter step-by-step application components rather than a single extremely long application as in previous years;
- provides appropriately-designed application processes for start-up applicants versus experienced operators; and

- enables an insightful independent evaluation of each type of charter applicant by collecting only the most relevant information.

The evaluation provider selected as a result of this RFP will provide independent reviews at six points in the charter application evaluation process.

Stage	Independent Review Required		Potential Outcomes
Stage 1	Independent review teams assembled by evaluation provider assess each applicant's initial "Vision, Qualifications and Targeted Outcomes" submission	Review #1: Start-up applicants submit a 25 to 40 page start-up plan that details their philosophy, the school leadership team and Board qualifications, their start-up plan and their targeted student outcomes. Review #2: Existing operators submit a 25 to 40 page Louisiana expansion plan that indicates how they will leverage their expertise, the qualifications of their proposed leadership team and Board and their targeted student outcomes.	1) Reviewers recommend that the applicant proceed to Stage 2 2) Reviewers recommend that the applicant should be counseled out of process (Start-up applicants may be referred to a Development Process for prospective school leaders)
Stage 2	Independent review teams assess applicant's detailed financial plan (including special education and discipline policies and educational service provider contract)	Review #3: Start-up applicants submit a detailed financial plan and a student handbook including special education and discipline policies. Review #4: Existing operators submit a detailed financial plan and, if applicable, the ESP contract between the ESP and the non-profit board.	1) Reviewers recommend that the applicant should be approved to open one or more charter schools 2) Reviewers indicate the need to assemble additional information from Stage 3 site visits and/or interviews 3) Reviewers recommend that the applicant should be counseled out of the process
Stage 3	Independent review teams assess applicant capacity to implement start-up or Louisiana expansion plan.	Review #5: Start-up applicants participate in an interview session that may include school leader and / or Board performance tasks. Review #6: Existing operators host independent reviewers and Dept of Education team members in a site visit at one of their existing schools * Operators may also be required to participate in a Review #5 interview session	1) Reviewers recommend that the applicant should be approved to open one or more charter schools 2) Reviewers recommend that the applicant should be counseled out of the process

Recruited charter applicants with a strong track record of highly positive student outcomes will be assessed through a separate evaluation process.

The State estimates that more than 50 applicants will apply for charter schools in 2013 (including the State's expectation that we will run the charter evaluation process on behalf of five school districts in 2013, up from one district in 2012). The field of applicants should be reduced by half in the second stage of the process and by perhaps half again in the third stage.

It is imperative that an evaluation provider has the flexibility to provide the number of evaluations required based on the actual number of applications received and the number of applicants that successfully move forward to each stage of the process.

The evaluation provider must possess the capabilities described in the figure below.

Evaluation Provider Required Capabilities
1. Assess written application materials and interview results to evaluate: a) the capabilities of school leaders, school leadership team members, and board members; and b) mission and values alignment 2. Assess written application materials and interview results to determine a charter applicant's capabilities, specifically including: a) best practices in special education and student discipline; b) financial management; and c) scaling operations 3. Assess a proposed educational model and its likely ability to achieve the stated academic mission and targeted student outcomes 4. Use performance data to assess an applicant's ability to achieve academic gains with a target student population 5. Review legal relationships between non-profit charter operators and educational service providers 6. Demonstrate familiarity with the educational landscape in Louisiana, including the charter school vision of the Department and BESE 7. Assemble high-quality review teams that include all relevant skill sets and perspectives 8. Deliver accurate, complete and timely written evaluations to BESE that clearly describe how the applicant has performed on each component / step of the process 9. Train and calibrate reviewers (in collaboration with the State) so that evaluations are of consistently high quality

1.3 Proposal Format

In order to facilitate an “apples-to-apples” comparison of all proposals, the State will require proposers to utilize the proposal structure indicated in Section 4 below (pages 13 – 16).

2.0 ADMINISTRATIVE INFORMATION

2.1 *Expected Time Period for Contract*

The period of any contract resulting from this RFP is currently scheduled to begin on or about March 15, 2013 and to continue through December 31, 2013. The State has the right to contract for up to nine months upon approval, with possible one year extensions for each of the following two years. . Total length of the contract with both extensions activated shall not exceed 33 months. Renewal costs for 2 1-year extensions are to be consistent with initial contract pricing and are non-negotiable after execution of the initial contract

2.2 *RFP Coordinator*

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Toni Gordon
Procurement Director
Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064
Fax: (225) 342-1385
Phone: (225) 342-3828
E-mail: Toni.Gordon@la.gov

This RFP is available in electronic form at: <http://wwwprd1.doe.louisiana.gov/osp/lapac/pubmain.cfm> in either PDF or Word format or in printed form by submitting a written request to the RFP Coordinator.

2.3 *Proposer Inquiries*

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above e-mail address by 2:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will receive an official response that will be posted by date specified in the Calendar of Events at <http://wwwprd1.doe.louisiana.gov/osp/lapac/pubmain.cfm>

Only Leslie Jewell has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 *Pre-proposal Conference*

A non-mandatory pre-proposal conference will be held at 10:00 a.m. CDT on Thursday, January 25th at The Recovery School District, 1615 Poydras Street, New Orleans, Louisiana 70112. The pre-proposal conference will also be carried via webinar at the same time and date. Details relating accessing the pre-proposal conference will be posted on the LDOE website, www.louisianaschools.net. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although verbal questions will be permitted and verbal answers will be provided during the conference, the only official position of the State will be stated in written answers in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

2.5 Calendar of Events

Event	Date
Advertise RFP in Newspapers of Record, mail public announcements, and post to LaPAC	January 18, 2013
Pre-proposal Conference	January 25, 2013
Deadline for receiving proposer inquiries	February 1, 2013
Responses to proposer inquiries released / posted online	February 6, 2013
Proposal submission deadline	February 20, 2013
Announce Award of Winning Proposal	February 27, 2013
Contract execution	March 6, 2013

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

2.6 Definitions

A. Contractor – Any person, organization, or company having a contract with a governmental body.

B. State – The State of Louisiana and the Department of Education.

C. Charter applicant – A Louisiana non-profit organization that qualifies to submit a proposal to open a charter school in accordance with R.S. 17:3983.

D. Evaluation Provider/Contractor – A third-party with educational, organizational, legal, and financial expertise that provides independent evaluations of charter proposals in accordance with R.S. 17:3981.

E. Reviewer – An individual employed by the third-party evaluation provider to review charter proposals.

F. Shall, Must, Will – Denotes a mandatory requirement

G. Should, May, Can – Denotes a preference, not a mandatory requirement

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4. The complete proposal, signed by an authorized representative, must be received via email by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events.

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

3.2 *Desirable Qualifications of Proposer*

Proposers of this RFP should meet the following qualifications:

- Documented expertise in reviewing and evaluating charter school performance

3.3 *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: 136. The State must find that the 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.
- ✓ 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 their capacity to perform the services called for by the RFP.

3.4 *Right to Prohibit Award*

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

3.5 *RFP Addenda*

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.6 *Waiver of Administrative Informalities*

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

3.7 *Proposal Rejection*

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

3.8 *Withdrawal and Re-submission of Proposal*

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

3.9 *Subcontracting Information*

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 referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

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

3.10 *Ownership of Proposal*

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

3.11 *Proprietary Information*

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

3.12 *Cost of Preparing Proposals*

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are

entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.13 Errors and Omissions in Proposal

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

3.14 Contract Award and Execution

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

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

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

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

3.15 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their

certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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.

4.0 RESPONSE INSTRUCTIONS

4.1 *Proposal Submission*

Proposals must be received by the RFP Coordinator on or before 2:00 p.m. CDT on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Toni Gordon, Procurement Director
Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064
Fax: (225) 342-1385
Phone: (225) 342-3828
E-mail: Toni.Gordon@la.gov

For courier deliver, the street address is 1201 North Third Street, 5th Floor, Suite 5–242, Baton Rouge 70802, and the telephone number is 225.342.3828. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

4.2 *Proposal Copies*

The State requests that one copy of the proposal be submitted to the RFP Coordinator at the e-mail address specified. The state requests one (1) copy of the proposal containing original signatures be mailed to the address listed above in Section 4.1. The proposal must be signed by 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.

4.3 *Certification Statement*

The proposer must sign and submit the Certification Statement shown in Attachment I.

4.4 *Proposal Format*

The required proposal format is described on the following three pages.

REQUIRED PROPOSAL FORMAT

All proposals must utilize the proposal structure indicated below. No cover letter or executive summary is required or will be evaluated as part of any proposal.

Section 1: Company Overview – a brief description of the proposer’s organization.

Brief Description of Proposer’s Company
Company Name
Brief Company History (limit 1 page)
Corporate Structure and Organization (limit 1 page)
Years in Business
Name(s) of prospective proposal allies / subcontractors with a brief description of the capabilities they will contribute to the team (limit 5 pages)

Section 2: Track Record – a brief discussion of the proposer’s experience in working on similar projects.

Brief Discussion of Proposer’s Relevant Experience on Similar Projects
Relevant Experience / Capabilities (limit 4 pages)
Previous experience evaluating charter applicants (including (1) rate of alignment between proposer recommendations and authorizer approval decisions, and (2) performance data on all schools that the proposer recommended for approval and that have been open for at least one school year). (limit 2 pages)
No more than three examples of Similar Projects emphasizing experience with government clients (client name, project size, timeframe, proposer responsibilities, outcomes) (limit 1 page per example)

If the proposer is using relevant experience by one or more of its proposal allies, the proposal must clearly indicate which parties played a role in each project, and clearly indicate if the main proposing company did *not* participate in any of the projects cited.

Section 3: Firm / Team Qualifications Narrative – a summary of the proposer’s qualifications and ability to meet the State’s requirements as articulated in this RFP (limit: 5 pages).

Section 4: Project Team – a summary of the team of individuals from your organization that will be assigned to this project, utilizing the table below (2 page limit – resumes are exempted from this page limit, and should be provided in a separately indicated section of the proposal).

Proposer Project Team			
Team Members and Project Team Title / Role	Name	Firm	Role
(include a resume for each team member indicating professional experience, education, training, and expertise; resumes should include specific client examples that indicate both the timeframe of each client assignment and client contact information. <i>Resumes are exempt from the section page limit.</i>)			

Section 5: Approach – a discussion of the proposer’s approach to each of the following subjects (1 page limit per topic):

- a. Recruiting and selecting reviewers
- b. Creating balanced review teams with critical areas of expertise
- c. Addressing the challenge of evaluating an unknown number of charter applicants in each stage of the new charter evaluation process
- d. Aligning evaluations with the criteria indicated as important by the State of Louisiana, avoiding the substitution of individual evaluator criteria for the criteria of the State
- e. Maintaining an independent evaluation process
- f. Managing the relationship with the State (providing effective “customer service” while remaining independent)
- g. Managing reviewers to ensure that all reviews are of a uniformly high quality, clearly written in plain English, and completed in a timely manner

Section 6: Service, Security, and Support – a narrative description of the service, security, and support the proposer will provide (2 page limit). This narrative should cover, but not be limited to:

- a. Response time to phone and email communications from the State, including communications from the State relaying applicant complaints or concerns;
- b. Process by which proposer and all reviewers (employees or subcontractors) will maintain the confidentiality and physical security of all application materials and information;
- c. Reviewer conflict of interest policy.

Section 7: Price

Proposers must utilize the tables below to provide their prices. Prices shall be all-inclusive. No travel or expense reimbursements shall be made. Proposers should also include a narrative indicating how cost projections were derived (limit 2 pages).

Description	Proposer Bid
Calendar Year (Jan. 1 to Dec. 31)	2013 ¹
Provide the following costs on a per applicant basis	

Review #1: start-up applicant initial submission review	
Review #2: experienced operator initial submission review	
Review #3: start-up applicant detailed business plan	
Review #4: experienced operator detailed business plan	
Review #5: multi-phase interview (team leader interview, Board interview, practical exercises)	
Review #6: experienced charter operator site visit (one lump sum per trip, including all travel and professional expenses)	
Provide the following costs as lump sums	
Total administrative costs (with supporting narrative)	
Reviewer training	
1 The 2013 calendar year contract will only be for 9 months of service from April to December 2013.	

Section 8: Administrative Information – please complete the table below.

Administrative Requirements (please complete sections in yellow)				
Proposer name and contact information				
Indicate here that your proposal is valid for one year from the date of submission				
Please indicate whether or not your company can comply with the contract terms (see Section 7: State Department of Education Contract, Attachment II)	Yes		No	
If you marked “No” above, please include in a clearly marked appendix a detailed indication of the exceptions or exact contract modifications that your firm may seek to the sample contract, with an explanation of each exception requested. The proposer should address the specific language in Attachment II. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.				

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

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.

5.2 Administrative and Mandatory Screening

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

5.3 Oral Presentations May be Required

The State, at its sole discretion, may select those proposers most susceptible for award for an oral presentation for final determination of contract award. Commitments made by the Proposer and specifically confirmed by the Proposer at the oral interview, if any, will be considered binding. Based upon information received in the presentations, the State reserves the right to revise initial scores.

5.4 Evaluation and Review

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

Criteria	Maximum Score
1. Background, experience, qualifications, and references	35
2. Approach and service	30
3. Cost	25
4. Hudson/Veterans Initiative	10
Total Score	100

5.4.1 Cost – Score will be determined by the Evaluation Team to be the combination of:

- a) the mean cost of each of the Stage 1 and Stage 2 component review costs multiplied by 60; plus
- b) the cost of one interview times 15; plus
- c) the cost of one site visit review times 3; plus
- d) the total of the two lump sum costs requested (administrative costs and training costs)

The State will evaluate which proposal provides the best overall value, utilizing the following formula: $CS = (LPC/PC) \times 25$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

5.4.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

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

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

Proposer Status and Reserved Points:

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

5.5 Announcement of Contractor

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

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation 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 Secretary of State of Louisiana.

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 Secretary of State of Louisiana.

6.2 Billing and Payment

Payment will be disbursed on the following schedule:

Cost	Payment
Administrative costs	1/6 th each on the last day of March, April, May, June, July, and August
Reviewer training	Completion of training
Review #1: start-up applicant initial submission reviews	Completion of stage
Review #2: experienced operator initial submission reviews	Completion of stage
Review #3: start-up applicant detailed business plan reviews	Completion of stage
Review #4: experienced operator detailed business plan reviews	Completion of stage
Review #5: multi-phase interviews	Completion of stage
Review #6: experienced charter operator site visits	Completion of stage

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 requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name _____

A. E-mail Address: _____

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

C. U.S. Mail Address: _____

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

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

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

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II

STATE OF LOUISIANA DEPARTMENT OF EDUCATION CONTRACT

BE IT KNOWN, the Department of Education, Office of _____, of the State of Louisiana (hereinafter sometimes referred to as *State*) and _____ (*Contractor's name and legal address, including zip code*)

(hereinafter sometimes referred to as *Contractor*) do hereby enter into contract with funds provided by the program entitled, _____, under the following terms and conditions.

(If Federal program, provide the Catalog of Federal Domestic Assistance Number. _____.)

1. Scope of Services

Contractor hereby agrees to furnish the following services: (If the Scope of Services is lengthier than will fit here, it may be attached separately.)

Specific goals and objectives:

Deliverables:

Performance Measures: (that are quantifiable and time-bound)

- **Monitoring Plan:** (for adherence to contract requirements and completion of work)

(Contracts that do not include each of these requirements will be returned to the respective Office without action.)

2. Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of (*position title do not enter an individual's name*). The Contractor must use the standard Louisiana Department of Education Professional Service Billing Form for invoicing purpose.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows: (*Include payment terms here. Payments must be tied to completed deliverables or an approved budget*)

3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal tax identification number _____ *(or Social Security No.)* .

4. Termination for Cause

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. The State has the right to cancel this contract in less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. Termination for Convenience

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

6. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 thru 1526.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

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

8. Assignment of Contract

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

9. Right to Audit

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing State or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit section.

10. Term of Contract

This contract shall begin on beginning date and shall terminate on ending date. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

11. 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.

This contract is not effective until approved by the department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era

Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and State laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

17. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of

the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18. 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.

19. 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.

20. Confidentiality

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

21. Collection Fees

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

22. Jurisdiction, Venue, and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

23. Complete Contract

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any Statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

24. Order of Precedence

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

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____day of month, year.

STATE AGENCY'S SIGNATURES:

Assistant Superintendent

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

State Superintendent of Education

President, State Board of
Elementary and Secondary Education

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: _(____)_____