

FirstLine Schools, Inc.

Request for Proposal – School Leadership Consulting Services

RFP Announcement: Tuesday, May 3, 2016

Non-Mandatory Pre-Bid Meeting: Wednesday, May 11, 2016, 3:00pm

FirstLine Schools Central Office

300 N. Broad St, Ste. 207

New Orleans, LA 70119

RFP Questions Due: Monday, May 16, 2016 , 2:00 PM

Questions directed to Joseph Neary, Chief Operating Officer, at jneary@firstlineschools.org

Proposal Submittal Deadline: Friday, May 31, 2016, at 2:00 PM

Joseph Neary

FirstLine Schools

300 N. Broad Street-Suite 207, New Orleans, LA 70119

### Administrative and General Information

**Background:** The mission of FirstLine Schools is to create and inspire great public schools in New Orleans. We do this by directly operating non-selective public schools and by developing training programs for teachers and school leaders across New Orleans.

FirstLine Schools, Inc. (hereafter “FirstLine”) operates five (5) charter schools with approximately 3,300 students during the 2015-2016 school year. FirstLine also operates a central business office and supports The NET Charter High School. Under this RFP, the awarded bidder will be responsible for providing educational consultants, trainers, and service providers FirstLine schools: Joseph S. Clark Preparatory High School, which will enroll approximately 250 students in grades 10-12. Basic information about Joseph S. Clark Preparatory High School is available in Attachment A.

**Purpose**: FirstLine seeks proposals from qualified Proposers interested in providing educational consulting services as described in this RFP.

The service will include:

1. Assess the school’s position and staff performance
2. Ensure that basic systems of teaching and learning, behavior and management are in place
3. Monitor school leader performance and report weekly performance status to the CEO
4. Develop and agree on a strategic plan with the school leadership team and hold the school principal accountable to the execution of the plan
5. Coordinate agreed strategies for behavior policies
6. Communicate the purpose and scope of the work of the school and forge a common culture across the leadership team and wider staff

. The primary obligation of the Proposer is to operate its affairs so that FirstLine will be assured of continuous, reliable service and such that FirstLine is not burdened with day-to-day operations.

While the Proposer’s cost is of great importance, proposing the lowest price will not assure award of the service. FirstLine demands comprehensive, reliable, efficient, professional service and high-quality customer service. Failure to address FirstLine requirements or concerns about any matter will disqualify the Proposer from consideration.

FirstLine reserves the right to award service to a single provider or to multiple providers.

**Contract Period:** This RFP addresses the Contract Period July 1, 2016, through June 30, 2017. The contract will be renewable by mutual agreement with one-year extensions through June 30, 2018.

### Proposal Authorities, Restrictions & Clauses

**FirstLine Authorities and Options**

* FirstLine reserves the right to reject any and all proposals for any reason.
* FirstLine reserves the right to correct or waive irregularities in submitted proposals should it be deemed in the best interest of FirstLine to do so.
* FirstLine reserves the right to negotiate any and all proposals for any reason.
* FirstLine reserves the right to award to more than one Proposer.
* FirstLine has 90 days to accept a submitted Proposal; the Proposer cannot withdraw a Proposal within that 90 day period without mutual consent with FirstLine.
* FirstLine reserves the right to require a performance bond; if such is required, the cost of that bond will be reimbursed to the Contractor by FirstLine.
* Final prices will be negotiated between the Proposer and FirstLine. FirstLine reserves the right to cancel the contract award if Proposer cannot commit to a contract that has prices within 5% of what is initially quoted.

### Negative Assurances

* FirstLine cannot assure that the services will be awarded to any Proposer at any time.

### Prohibitions

* FirstLine shall assess, negotiate and decide on this Proposal without influence from the Proposer’s employees, the Proposer’s representatives or agents, the Proposer’s vendors, or any other parties with a business, financial or family relationship to the Proposer.
* The Proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon FirstLine, its Board(s) and its agents; violators will be prosecuted to the extent of the laws pertinent to FirstLine.
* Proposers must submit a firm bid. A Proposer shall not stipulate in its proposal any conditions not contained in the contract documents. Any qualifying statements or conditions may be declared irregular and as not being responsive to the advertisement for bids.

### Proposer Responsibilities

* It is the Proposer’s duty to inspect all submitted documents to assure completeness, legibility, etc.
* It is the Proposer’s duty to understand the RFP; any misunderstanding is the responsibility of the Proposer; FirstLine has no obligation to correct, reject or question any portion of the proposal.
* Proposer must abide by all RFP requirements; the proposal may be rejected by FirstLine regardless of the type or significance of noncompliance.

**Termination of the Contract:** The contract will naturally expire at the end of the contract term. FirstLine reserves the right to terminate the Contract with thirty (30) days advance written notice as a result of inferior quality of materials, product, workmanship, and/or reductions/termination of funding. FirstLine reserves the right to terminate the Contract immediately if there are unresolved safety or liability concerns.

**Proposer Requirements**

**Overview:** The Proposer should be aware that the intent of this contract is for FirstLine to hold the Proposer accountable for the reliable and efficient operation of leadership support that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer to a very high level of performance. The Proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

**Staffing:** The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to FirstLine upon request. Please see Attachment B for detailed information on background check requirements. The Proposer will, at the request of the School Operations Manager/School Business Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site who, in the opinion of FirstLine, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any FirstLine site. The Proposer shall maintain adequate staffing at all times. All of the Proposer’s employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. The school’s interest in providing rigorous engaging instruction takes precedence over the interests of the Proposer, its employees, or FirstLine. All other persons coming in contact with the children must be of stable personality and of the highest moral character. FirstLine places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor**: The Proposer will appoint an experienced Supervisor to be responsible for all work required under the contract. The Supervisor will manage all technical activities of the Proposer as well as business activities and must be trained and experienced in supervision. The Supervisor must be acceptable to FirstLine and receive on behalf of the Proposer any order or communication relating to the work on this contract. The Supervisor will be readily accessible to FirstLine personnel at all times and will have communication equipment (cell phone and email).

**Assignments:** Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the Proposer. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from FirstLine.

**Confidentiality:** Confidentiality is required from the Proposer and its employees at all times.

**Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify FirstLine concerning any litigation involving the Proposer or its parent or subsidiary companies. Confidentiality is required from the Proposer and its employees at all times.

**Responsibility**: The Proposer will be responsible for all damage to the School’s property, equipment, and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** Proposermust provide insurance coverage that will minimize FirstLine’s risk exposure:

* Worker’s Compensation/Employer’s Liability insurance to cover bodily accidents in the amount of not less than $1,000,000 per accident
* Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operations and completed operations in an amount of not less than $1,000,000 combined unit
* Automobile Liability and Physical Damage insurance for an amount of not less than $1,000,000 for each bodily injury and property damage combined, single limits, and extensions of comprehensive coverage for all leased, owned and hired vehicles

**Environment:** The Proposer is expected to adhere to and assist in efforts to reduce harmful emissions, recycle materials, and preserve the environment through programs instituted by FirstLine as well as through their own operations. Every effort will be made by the Proposer to expand the environmental programs in their areas of responsibility.

**Start-Up Schedule:** FirstLine Schools expects the Proposer to meet a specific start-up schedule. The Proposer must have the staffing and resources necessary to deliver accurate information to FirstLine leadership on or before the delivery dates and to meet the deadlines for the activities given below.

* + - 1. 6/1/16: Award of Contract
      2. 6/30/16 Proposer will confirm consultants who will be working with the school
      3. 8/3/16: First Day of School

**Living Wage:** The Proposer agrees to carefully monitor and enforce salaries and benefits that permit their employees to live comfortably. Today, working people struggle to cover the cost of housing, food, health care, childcare and other basic necessities for themselves and their families. A worker who is paid the minimum wage of $7.25/hour, or any wage below a living wage, cannot possibly afford necessities without assistance. This creates problems not only for workers, but for businesses and the local economy. Paying a living wage leads to increased worker morale, worker health and quality of service. Paying a living wage also lowers absenteeism, turnover rates, and recruiting and training costs. Living wages stimulate the economy through increased consumer spending and the money multiplier effect outlined below:

**We also require at least 75% of the people employed under our contract to be full time employees.**

**Pricing:** The Proposer will offer its services in a variety of ways so that FirstLine can build the best model for our network of schools. Proposed rates are to include ALL operating costs, including but not limited to overhead, facilities, maintenance, staffing, training, equipment, insurance, software, and any other costs necessary to provide student van transportation services.

Attachment C (Pages 1 and 2) The Proposer may elect to price their service by day, by hour, or by any combination of the two.

Any service that the Proposer does not wish to bid on must be indicated with **N/A**. Any pricing option that the Proposer does not use must be indicated with **N/A**. Provide details as requested in all boxes, and additional information as necessary.

**Scope of Work – School Leadership Consulting Services**

The Proposer is responsible for all leadership support. The Proposer must have all staff, equipment, and procedures in place before regular service begins on 8/3/16.

**Consultants:** The Proposer is responsible for the hiring, assigning, training, and managing of all individuals assigned as consultants. It is the express desire of FirstLine that the rate of turnover be minimal.

**Feedback System:** The Proposer will enact a rigorous feedback system so that FirstLine and the Proposer both have regular opportunities to celebrate achievements, critique issues, and identify concerns to address. The feedback schedule must include weekly meetings during start-up, monthly meetings that focus on customer service, and quarterly anonymous surveys submitted to students, parents, school leadership, School Operations Managers/School Business Managers, the Director of Operations, and the Chief Operating Officer.

### RFP Bid Process

**Submission:** The Proposer will submit the following by **Friday, May 27, 2016 at 2:00 PM**:

* Original copy of all proposal documents, including checklist and all attachments, bound, marked ORIGINAL and sealed in an envelope
* One additional hard copy of all documents
* One electronic copy of all documents (via email or USB device)

Submission should be delivered by mail or by hand to:

**FirstLine Schools**

### Attn: Joseph E. Neary, Chief Operating Officer

**300 N. Broad Street, Suite 207**

**New Orleans, LA 70119**

Any questions regarding this RFP should be directed to Joseph Neary Chief Operating Officer, at [jneary@firstlineschools.org](mailto:rcain@firstlineschools.org). Questions will be answered via a document on the [RFP page of the FirstLine Schools website](http://www.firstlineschools.org/firstline-rfps.html). An email, notifying the document has been posted and/or updated, will be set to all attendees of the mandatory pre-bid meeting.

**Evaluation:** A variety of weighted criteria, given below, will be considered in evaluating proposals. This evaluation will be made based on information provided within the Proposal, by the Proposer during RFP specific presentations or negotiations, client references, and industry references.

| Component | Scoring Scale | Evaluation Criteria |
| --- | --- | --- |
| **Proposal Quality** | 0-50 points | Award of a purchase order or contract is based on the best value to FirstLine: quality, availability, delivery, specifications, terms, conditions, and fitness for the particular purpose.  When a solicitation requires an oral presentation, submission of test samples, or inspection of facilities, these factors are part of the component evaluation. |
| **Price** | 0-30 points for each (Price, Professional References & Company Financials)  The highest score is 30 points; however, applicants failing to address a Component entirely will receive a score of zero. | Lowest bid(s) receive 30 points; Highest bid(s) receive 0 points; all other bids receive between 29 and 1 points.  The total cost may include unit price, delivery and installation, and maintenance and cost of operation as defined in the solicitation. If there is a discrepancy between a unit price and its extension, the unit price will prevail. |
| **Professional References** | Relevant professional experience, but no expertise in project subject; between 5 and 10 years of specified expertise in project subject; more than 10 years of expertise in specific |
| **Company Financials** | Three years of most recent audited company financials are requested.  The audited financial reports will be reviewed to determine if the company has the financial capacity to perform the work outlined in the contract. |
| **Headquartered in Orleans Parish** | 0-20 points each  Applicant has provided verifiable evidence of component described by the Evaluation Criteria | Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State. |
| **State & Local Disadvantaged Business Enterprise** | A for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. As a certified DBE, a certificate issued by the City of New Orleans or other certifying agency must be provided with the submission |
| **Executive Resumes** | 0-10 points for each  Applicant can successfully demonstrate the Component as described by the Evaluation Criteria | Consideration is also given to the applicants’ potential ability to perform successfully under the terms and conditions and their past performance record. |
| **Community Involvement** | Demonstrated organizational commitment to programs or public service initiatives serving the youth of New Orleans community relationships. |
| **Innovation** | Proposal demonstrates innovative means and methods. |

### Proposal Requirements

1. Executive Summary (2 pages maximum)
2. Company Overview/Fiscal Responsibility Summary
   1. Experience in the education industry in New Orleans (Pre-K through College)
   2. Cost-Containment Strategy
   3. Organization Chart
   4. Resumes of Key Contributors (bios will not be sufficient)
3. Organization Policies and Procedures
   1. Employee Sourcing, Screening and Hiring Procedures
   2. Frequency and type of background/drug checks performed
   3. Staff Training/Professional Development Program
   4. Pay and benefit information for employees
   5. Safety and Security Program
4. Performance History & Preparedness for FirstLine
   1. Proposer’s references (minimum of 3)
   2. Summary of ability to take on the additional workload expected by the Proposer
5. Service Implementation Plan
   1. Requirements as Listed in This RFP: Staffing, Vans, etc.
   2. Policies and Procedures as Listed in this RFP: Substitutes, Accidents, etc.
   3. Transportation Service Plan: Dispatch, Scheduling, Maintenance, etc.
   4. Routing Plan: Route Creation, Data Management, etc.
   5. Alignment with Start-Up Schedule
6. Customer Service Proposal
   1. Management/Supervision Structure
   2. How the Proposer plans to monitor and measure service quality (schedule of inspections)
   3. How the Proposer plans to keep FirstLine informed of service quality (sample reports)
   4. Plan for maintaining responsiveness/communication with FirstLine leadership team(s)
   5. Plan for maintaining responsiveness/communication with FirstLine Parents
   6. Contingency/Coverage plan for expected and unexpected absences or staff turnover
   7. Other methods for ensuring high-quality customer service
7. Implementation/Transition Plan
   1. Employee Recruiting and/or existing staff transition plan
   2. Training/On-boarding Plan
   3. Proposed Transition Timeline
8. Service Proposal – Pricing Sheet – Attachment C (All 3 pages must be completed, indicate N/A where not applicable)
9. Contact Information/Bid Authorization – Attachment D
10. Non Collusion Affidavit – Attachment E
11. Responsibility Disclosures – Attachment F
12. FirstLine Schools Contract Addendum (as an FYI, no action needed) – Attachment G
13. Checklist of Required Elements – Attachment H

**END OF RFP NARRATIVE**

### ATTACHMENT A

**Page 1 of 1**

**FIRSTLINE SCHOOLS – SITE INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Samuel Green Charter School** | **Arthur Ashe Charter School** | **Phillis Wheatley**  **Community School** | **Langston Hughes Academy** | **Clark Prep High School** |
| **Address** | 2319 Valence St 70115 | 1456 Gardena Dr 70122 | 2300 Dumaine St 70119 | 3519 Trafalgar St 70119 | 1301 N Derbigny St 70116 |
| **Enrollment** | 520 | 690 | 695 | 825 | 250 |
| **Grades** | K - 8 | K - 8 | Pre K - 8 | Pre K - 8 | 9 - 12 |
| **Ops Manager** | Ken Kostrzewa | Neil Williams | Chris Bowers | Deinira Angelain | Meghan Raychaudhuri |
| **Ops Manager cell** | 504-388-5948 | 504-444-5827 | 504-952-1525 | 504-330-9486 | 504-941-1694 |
| **Ops Manager email** | kkostrzewa@firstlineschools.org | ndwilliams@firstlineschools.org | cbowers@firstlineschools.org | [dangelain@firstlineschools.org](mailto:dangelain@firstlineschools.org) | mraychaudhuri@firstlineschools.org |
| **Bus Arrival AM** | 7:00am - 7:10am | 8:15am-8:30am | 8:10am | 7:00am - 7:10am | 7:00am-7:05am |
| **Bus Unloading AM** | 7:10am | 8:30am | 8:15am | 7:10am-7:30am | 7:05am |
| **Bus To Depart AM** | 7:20am | 8:45am |  | 7:10am-7:30am | 7:10am |
| **Bus Arrival PM** | 2:30pm | 3:45-4:00pm | 3:50pm | 2:40pm | 2:30pm-2:35pm |
| **Bus Loading PM** | 2:30-2:45pm | 4:05pm | 3:55pm | 2:50pm | 2:35pm |
| **Bus to Depart PM** | 2:45pm | 4:15pm | 4:00pm | 3:05pm | 2:45pm |
| **Early Dismissal Bus Arrival PM** | 12:45pm | 2:00pm | 2:00pm | 12:45pm | 12:30pm-12:35pm |
| **Early Dismissal Bus Loading PM** | 12:50pm | 2:05pm | 2:10pm | 12:50pm | 12:35pm |
| **Early Dismissal Bus to Depart PM** | 1:05pm | 2:15pm | 2:15pm | 1:05pm | 12:45pm |
| **Estimated**  **# of students with IEPs** | NA | NA | NA | NA | 48 to 70 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### ATTACHMENT B

**Page 1 of 2**

**Vendor Background Checks at FirstLine Schools**

**We are required to have a background check on all vendors that will work with our students and/or have unsupervised access to our students.** [**For more information, please go here**](http://www.louisianabelieves.com/docs/school-choice/faq---background-check.pdf?sfvrsn=2)**.**

**Background checks to be used, according to vendor’s role and level of authority (see below chart for details, custodial staff are considered level “V3”):**

* LobbyGuard (See <http://lobbyguard.com/k-12-education-school-safety/>)
  + Sex Offender Registry
* Employment Research Services (ERS) online background check
  + 7-year Criminal History Search
  + Social Security Search (shows past addresses)
  + Child Abuse Search
  + Sex Offender Search
* [Louisiana State Police Bureau of Criminal Identification and Information](https://drive.google.com/a/firstlineschools.org/file/d/0B4SABbWt3vfNNmcwSWpmb0tyMm8/view?usp=sharing)
  + State Criminal History Record
  + Federal Criminal History Record- FBI Report
  + National Criminal History Record

**Background check results remain in effect for 3 years, with the vendor’s written agreement that the vendor will notify FirstLine if criminal status changes for any reason.**

**Guidelines for Disqualification (includes, but is not limited to)**

* **Conviction of any of the criminal offenses listed in the** [**Louisiana Child Protection Act**](http://legis.la.gov/lss/lss.asp?doc=79264)
* Registered sex offenders
* Criminally found guilty of or pled nolo contendere to a charge of child abuse or neglect
  + Pending charge of child abuse on a case-by-case basis
* Conviction or a plea of nolo contendere to any felony
* Conviction or plea of no contest to any misdemeanor that indicates the individual may pose a threat to the integrity or safety of the school environment
* Currently on probation for offenses that indicate the individual  may pose a threat to the integrity or safety of the school environment will be further reviewed by HR
* A pattern of criminal charges and arrests, even if they were dismissed, which cause concern that the individual  may pose a threat to the integrity or safety of the school or school environment
* Intentionally falsifying any information or documents submitted during the employment application process

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| --- | --- | --- |
| **Vendor Type** | **Background Check Required** | **Cost to Vendor** |
| **V0:** No Student Contact , off-site vendors (e.g. works out of office and not in our schools) | * No background check required | $0 |
| **V1:  Assisting**- Provides services while a school employee is present, such as in a classroom or school office. Does not handle money and is never left alone with a student | * Must provide a state issued id to be scanned by LobbyGuard each time individual enters school building. | $0 |
| **V2: Limited authority**- Vendor who is responsible for a group of children, but is always within eyesight of a school employee and is never in direct or sole supervisory or decision-making authority over students. | * All of the above, and must be cleared by ERS online background check prior to working with our students (2-3 day process). | $30-70 depending on number of past zip codes |
| **V3:  Authority**-  Vendor who will have unsupervised access to or authority over students.  Ex: bus drivers, cafeteria workers, custodial staff, facilities maintenance staff. | * All of the above and a fingerprint background check through the Louisiana State Police Bureau of Criminal Identification and Information. Must be cleared by ERS online background check prior to working with our students (2-3 day process). | $42.50 + cost of fingerprinting |

NOTE:  Vendors are NEVER allowed to transport students in any vehicle other than via a formal contract (school bus or van).

NOTE: Vendors at all tiers are not allowed to be one-on-one with a student without being within eyesight of a school employee. This is why we require cameras on all of our school buses and prefer cameras on all of our vans.

**ATTACHMENT C**

**Page 1 - PRICING PROPOSAL**

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| --- | --- | --- | --- |
| **Unit** | **# of Consultants** | **# of Units** | **Cost per unit** |
| **Hourly** |  |  |  |
| **Daily** |  |  |  |
| **Weekly** |  |  |  |

### ATTACHMENT D

**Page 1 of 1**

**CONTACT INFORMATION/BID AUTHORIZATION**

**Primary Contact Name Primary Contact Phone Number Primary Contact Email Address**

**Company Legal Name Company Address Company Phone Number**

**Company Website**

**Year Company Founded**

**Years Operating in New Orleans**

**Number of Clients**

**Number of Employees**

**Certified SLDBE (yes/no) If YES, Year Certified**

**By signing the box below I am submitting my bid for School Leadership Consulting Services:**

## Authorized Representative Name

**Authorized Representative Signature**

**Date of RFP Bid Submittal**

**ATTACHMENT E**

**Non-Collusion**

AFFIDAVIT

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARISH/COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BEFORE ME, the undersigned authority, personally came and appeared,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to Jefferson Parish.

Affiant further said:

1. That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and

1. That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

|  |  |
| --- | --- |
| SWORN TO AND SUBSCRIBED  BEFORE ME ON THIS \_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NOTARY PUBLIC | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Affiant |

**ATTACHMENT F**

**Responsibility Disclosures**

Responses to the following questions must accompany the contractor’s bid. A bid may be deemed non-responsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for [insert type] services. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

1. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/current status of each case.

1. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Legally Responsible Party

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Attachment G – Information Only

(Do Not Complete as part of the Proposal, this will be part of any contract signed with FirstLine Schools)

FirstLine Schools Contract Addendum

Louisiana recently enacted new requirements that govern the collection, disclosure and use of personally identifiable information of students. The new laws include increased contract requirements between schools or districts and anyone entrusted with such personally identifiable information. The items listed below are specific requirements necessary for any contract that governs the release of student information.

Sensitive information must be protected at a level that can ensure that only those who are authorized to view the information are allowed access (secure passwords, encryption, etc.) The vendor’s network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. Regular review of the protection methods used and system auditing are also critical to maintain protection of these systems. Vendor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.

In order to ensure that only appropriate individuals and entities have access to personally identifiable student data, organizations must implement various forms of authentication to establish the identity of the requestor of the information with a level of certainty that is commensurate with the sensitivity of the data. Each organization must individually determine the appropriate level of assurance that would provide, in its specific environment, reasonable means of protecting the privacy of student data it maintains. No individual or entity should be allowed unauthenticated access to confidential personally identifiable student records or data at any time.

The individual, vendor or entity shall implement appropriate measures designed to ensure the confidentiality and security of personally identifiable information, protect against any anticipated access of disclosure of information, and prevent any other action that could result in substantial harm to FirstLine Schools or any individual identified with the data or information in vendor’s custody.

Vendor agrees that any and all FirstLine Schools personally identifiable student data will be stored, processed and maintained solely on designated servers and that no FirstLine Schools data at any time will be processed on or transferred to any portable or laptop computing device or any portably storage medium, unless that storage medium is in use as part of the vendor’s designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a FirstLine Schools employee with signature authority.

Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Original Agreement or Contract. Data shall not be distributed, repurposed, shared across other application, environments, or business units of vendor. As required by Federal and State law, vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties.

Vendor agrees that, as required by applicable state and federal law, auditors from state, federal, FirstLine Schools, or any other agencies so designated by FirstLine Schools, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and FirstLine Schools during normal working hours for this purpose.

Vendor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the vendor’s security obligations or other event requiring notification under applicable law, vendor agrees to notify FirstLine Schools immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend FirstLine Schools and its employees from and against any claims, damages, or other harm related to Notification Event.

The vendor agrees that upon termination of this Agreement it shall return all data to FirstLine Schools in a usable electronic form, and erase, destroy, and render unreadable all FirstLine Schools data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of FirstLine Schools, whichever shall come first.

Vendor and FirstLine Schools acknowledge that unauthorized disclosure or use of the protected information may irreparably damage FirstLine Schools in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any protected information shall give FirstLine Schools the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor further grants FirstLine Schools the right, but not the obligation, to enforce these provisions in vendor’s name against any of vendor’s employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

Vendor must have established and implemented a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach, which is an essential step in protecting the privacy of student data. Prompt response is essential for minimizing the risk of any further data loss and; therefore, plays an important role in mitigating any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether an organization stores and manages the data directly or through a contractor, such as a cloud service provider.

A vendor’s audit strategy will require the following actions to protect and retain audit logs. The storing of audit logs and records on a server separate from the system that generates the audit trail. Access to audit logs must be restricted to prevent tampering or altering of audit data. Retention of audit trails must be based on a schedule determined collaboratively with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to vendor and F.

The confidentiality obligations shall survive termination of any agreement with vendor for a period of fifteen (15) years or for as long as the information remains confidential, whichever is longer and will insure to the benefit of FirstLine Schools.

### ATTACHMENT H

**Page 1 of 1**

**CHECKLIST OF REQUIRED ELEMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **PAGE** | **INCLUDED (y/n)** | **INITIALS** |
| Executive Summary |  |  |  |
| Company Overview/Fiscal Responsibility Summary |  |  |  |
| Organization Policies and Procedures |  |  |  |
| Performance History & Preparedness for FirstLine |  |  |  |
| Service Implementation Plan |  |  |  |
| Customer Service Proposal |  |  |  |
| Implementation/Transition Plan |  |  |  |
| Insurance Ability or Certificates |  |  |  |
| Pricing Proposals – Attachment C |  |  |  |
| Company Information/Bid Authorization – Attachment D |  |  |  |
| Non-Collusion Affidavit - Attachment E |  |  |  |
| Responsibility Disclosures - Attachment F |  |  |  |
| Checklist (This Document) – Attachment H |  |  |  |
| Sealed Original + Hard Copy + Electronic Copy | n/a |  |  |

**END OF RFP DOCUMENT**