REQUEST FOR PROPOSAL

For

Louisiana High School Equivalency Test

File Number: 40016_20130624

Proposal Opening Date: August 2, 2013

Proposal Opening Time: 1:00 P.M. (CST)

Louisiana Community &
Technical College System
June 21, 2013
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PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1  Background

The Louisiana Community and Technical College System (herein referred to as LCTCS) established standards for the issuance of a LA High School Equivalency Diploma in Louisiana. Currently the GED® test is the primary method to achieve a LA High School Equivalency Diploma. As part of a comprehensive plan to raise college and career readiness of out-of-school youth and adults, LCTCS has called for the development of a LA High School Equivalency testing program to be in place by November 1, 2013 to be implemented by January 2, 2014.

1.1.1  Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing proposals for the development of a Louisiana high school equivalency test, in English and Spanish, aligned to the Common Core State Standards for the state of Louisiana.

The proposal shall demonstrate how the contractor will provide a LA high school equivalency test, both paper and computer based, for use in a variety of state-approved testing centers throughout the state. Proposals that do not include a test that can be administered in both paper and computer based formats will not be accepted.

1.1.2  Goals and Objectives

The Louisiana Community and Technical College System (LCTCS) desires to receive proposals for the development and scoring of paper-based and computer-based Louisiana High School Equivalency test, in English and Spanish, for use in a variety of state-approved testing centers throughout the state adhering to all Deliverables in Section 2.4. LCTCS intends to work with stakeholders in Louisiana to evaluate the need for assessments in additional languages.

1.2  Definitions

A. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.
D. **Should** – The term “should” denotes a desirable action.

E. **Contractor** – Any person having a contract with a governmental body.

F. **Agency** - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. **State** - The State of Louisiana.

H. **Discussions** - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. **RFP** – Request for Proposal

J. **CBT** – Computer Based Testing

K. **PBT** – Paper Based Testing

L. **LCTCS** – Louisiana Community and Technical College System

M. **Proposer** – A individual or company submitting a bid for consideration

### 1.3 Schedule of Events

<table>
<thead>
<tr>
<th>Scheduled Events</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP mailed to prospective proposers and posted to LaPAC</td>
<td>June 24, 2013</td>
</tr>
<tr>
<td>Pre-Proposal Conference (if applicable)</td>
<td>N/A</td>
</tr>
<tr>
<td>Deadline to receive written inquiries</td>
<td>July 05, 2013 @ 1:00 p.m. (CST)</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>July 12, 2013 @ 5:00 p.m. (CST)</td>
</tr>
<tr>
<td>Proposal Opening Date (deadline for submitting proposals)</td>
<td>August 2, 2013 @ 1:00 p.m. (CST)</td>
</tr>
<tr>
<td>Oral discussions with proposers, if applicable</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice of Intent to Award to be mailed contract Initiation</td>
<td>August 16, 2013</td>
</tr>
<tr>
<td>Contract Initiation</td>
<td>August 30, 2013</td>
</tr>
</tbody>
</table>

**NOTE:** LCTCS reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.
1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm. It is available in PDF format or in printed form by submitting a written request to LCTCS. The RFP will also be available on the LCTCS website, http://www.lctcs.edu/rfplahighschoolequivalencytest.

It is the Proposer’s responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LCTCS is not responsible for a proposer’s failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by LCTCS by August 2, 2013 at 1:00 p.m. CST.

Important - Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: Louisiana High School Equivalency Test
- File Number: 40016_20130624
- Proposal Opening Date: August 2, 2013

Proposals may be mailed through the U. S. Postal Service, delivered by hand or courier service to:

LCTCS
265 South Foster
Baton Rouge, LA 70806
Attention: Brenda Brown

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LCTCS is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

A. Cover Letter: The cover letter should exhibit The Proposer’s understanding and approach to the project. It should contain a summary of Proposer’s ability to
perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with LCTCS.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the LCTCS’s request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. A copy of the annual report or partnership record must be submitted to the LCTCS before contract award.

2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.

3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. A copy of the applicable document must be submitted to LCTCS before contract award.

4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer’s vendor registration on file with the Office of State Purchasing.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.

D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal:** Proposer’s fees and other costs, if any, shall be submitted in accordance with the Price Schedule (Attachment 2). Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with LCTCS.

1.5.1 **Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Ten (10) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

1.5.2 **Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

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

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following
legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, LCTCS will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

LCTCS reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting LCTCS in its evaluation of the proposal. LCTCS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from LCTCS. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.7.2 Proposer Inquiry Periods

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. LCTCS
reasonably expects and requires **responsible and interested** proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. **Without exception, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section.** All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail or hand delivery.

    Louisiana Community and Technical College System
    Attention: Brenda Brown
    265 South Foster
    Baton Rouge, LA  70806
    E-Mail: bbrown@lctcs.edu

An addendum will be issued and posted at the Office of State Purchasing LaPAC website and LCTCS website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer’s responsibility to check the LaPAC website frequently for any possible addenda that may be issued. LCTCS is not responsible for a proposer’s failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of LCTCS Purchasing at least two days prior to the deadline for submitting proposals.

**Note:** LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing’s website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders 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.

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm.
1.8 Errors and Omissions in Proposal

LCTCS will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: LCTCS reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. LCTCS, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

LCTCS reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. LCTCS also reserves the right to cancel or reissue the RFP.

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by LCTCS to award a contract. LCTCS reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of LCTCS to do so.
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.

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by LCTCS and not returned to proposers. Any copyrighted materials in the response are not transferred to LCTCS.

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer’s cost.

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, LCTCS urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the LCTCS Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, LCTCS reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance LCTCS understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by LCTCS Evaluation Committee for the purpose of selecting the Proposer with whom LCTCS shall contract.
To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the LCTCS Purchasing Agent for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State’s needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and LCTCS may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

LCTCS reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by LCTCS.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment 1 of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, LCTCS may elect to cancel the award and award the contract to the next-higher-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

LCTCS intends to award to a single Proposer.
1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, LCTCS will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Schedule of Events.” If this date is not met, through no fault of LCTCS, may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Proposer.

LCTCS will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available 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, in accordance with RS: 39:1671, to the LCTCS Purchasing Agent, within fourteen days of the award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with LCTCS.

1.30 Insurance Requirements

NOT REQUIRED FOR THIS RFP.

1.31 Subcontractor Insurance

NOT REQUIRED FOR THIS RFP.

1.32 Indemnification and Limitation of Liability

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

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

Contractor will indemnify, defend and hold LCTCS 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 LCTCS in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services
furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, LCTCS may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as LCTCS's exclusive remedy to take action in the following order of precedence: (i) to procure for LCTCS 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 LCTCS 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 for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

LCTCS 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.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.
1.34  Payment

1.34.1 Payment for Services

Each test candidate and/or state-approved test center (where applicable) shall pay Contractor in accordance with the Price Schedule set forth in Attachment 2. Payments will be made by the test candidate at the time of registration and by the test center (where applicable) within approximately thirty (30) days after receipt of a properly executed invoice. The Contractor may invoice the test center (where applicable) monthly at the billing address provided by LCTCS. If applicable, invoices shall provide reference documentation, including but not limited to test center name, candidate name, candidate reference number, date of transaction and cost per each transaction. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

1.35  Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

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

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

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of LCTCS. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LCTCS.

1.37 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Louisiana Community and Technical College System, 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.

1.39 Civil Rights Compliance

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

1.40 Record Retention

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

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

1.42 Content of Contract/ Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

NOT APPLICABLE TO THIS RFP.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. 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.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.47 Proposer’s Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for $25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

1.48 Anti-Kickback Clause
The Contractor hereby 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.

1.49 Clean Air Act

The Contractor hereby 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 non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.50 Energy Policy and Conservation Act

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

1.51 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.52 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Refer to “Purpose- 1.1.1” (pg. 1), “Goals and Objectives- 1.1.2” (pg. 2) and “Deliverables- 2.4” (pgs. 18-23) for the scope of services.

The proposer should have demonstrated experience in developing and administering large scale assessments by paper and computer, training for test administration staff, printing and shipping a high volume of tests and test related materials in a timely and secure manner. The proposer must have a minimum of three (3) years of experience providing services for large-scale (e.g. statewide or national high stakes testing program. A “high-stakes” testing program includes assessments used for federal and state educational accountability purposes, student graduation requirements, and college qualification or entrance exams.

It is anticipated that over the three years of the proposed contract that LCTCS will work with the proposer to add computer-based testing to the existing paper-based testing sites. Currently the state has approximately 40 testing sites and one pilot computer-based site. These sites test approximately ten thousand individuals each year.

2.2 Period of Agreement

This contract shall be effective for a three year time period (January 2, 2014 – December 31, 2016), with an option to renew for two (2) additional twelve-month periods at the same price of Year 3 or lower price, and the same terms and conditions of the proposal and subsequent award. Contracts shall not exceed sixty (60) months.

The term of any contract resulting from this solicitation shall begin January 2, 2014.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule form furnished herein on Attachment 2. Prices submitted shall be firm for the term of the contract.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

TASK 1: Provision of the LA High School Equivalency Test

Deliverable 1: Proposer will develop the LA High School Equivalency (LA-HSE) test. In the following formats:
a. Paper based and computer based in both English and Spanish languages.
b. Proposer should describe the research and analysis conducted to verify that both delivery modes are comparable and students are neither advantaged nor disadvantaged by the mode of test taken.
**Deliverable 2:** Proposer will annually provide the following testing forms:

a. Three (3) new tests in English;
b. Spanish translation: minimum of two (2) of the three English forms. (Preference of having a total of three Spanish forms available);
c. English Braille version: minimum of two (2) of the three English forms. (Preference of having a total of three English Braille forms. (LA requests only the PBT version);
d. English audio version: minimum of two (2) of the three English forms. (LA requests only the PBT version);
e. Spanish audio version: minimum of two (2) of the three English forms. (LA requests only the PBT version)
f. Large-print English version: minimum of two (2) of the three English forms. (LA requests only the PBT version)
g. Large-print Spanish version: minimum of two (2) of the three English forms. (LA requests only the PBT version)

**Deliverable 3:** The new tests must be in place annually by November 1st to be implemented by January 2nd for the term of the contract.

**Deliverable 4:** Proposer may propose to use previously used items provided those items are not published on any website or in any textbook or review book.

**Deliverable 5:** The test planned by the proposer must be able to be defensibly used for the purposes of determining high school equivalency for individual adult learners. The test should, at a minimum, include sections for English Language Arts (ELA) writing and reading, mathematics, science (not necessarily content specific), and social studies (not necessarily content specific). The test must also include one essay. The proposer must detail the test content and design in their proposal including but not limited to a list of available content areas, the length of time allowed on each content area and percentage of skills within each content area.

**Deliverable 6:** The Proposer will need to provide a plan which identifies either:

(a) two (2) indicators of student performance against the Common Core State Standards:

(1) the level of performance required to pass the current GED® test which is set at scores equal to or higher than those earned by the top 60% of graduating high school seniors, and

(2) the level of performance that would predict that the student could successfully enroll in and earn a C or better in credit-bearing college courses in the relevant subject (specifically, the College and Career-Ready Determination Policy (CCRD) as articulated by PARCC and available at http://www.parcconline.org/parcc-assessment-policies); or

(b) a full phase-in to the Common Core State Standards over the three (3) years such that in the third year the proposer can provide the two indicators referenced in (a) above.
Deliverable 7: Proposer shall address the issue of portability of test results and national acceptance of the proposed tests by colleges and employers.

**TASK 2: Provide CBT and PBT Test and Services**

Deliverable 8: For PBTs, the Proposer must submit a work plan for annually printing and securely shipping the test batteries and appropriate supplies (scannable test answer sheets and calculators).

- Testing centers shall be able to use the test batteries multiple times. The work plan shall include information that describes the life cycle of the test forms.
- All tests and materials used and unused, will remain the property of the bidder, and LCTCS agrees to return the same to the bidder by January 31st of the following year throughout the contract period.
- LCTCS reserves the right to return, at any time, any of the said tests which are torn, mutilated or otherwise unusable, to the bidder. The bidder agrees to replace all such returned tests and materials free of charge immediately upon the return thereof during the contract year. The proposer shall have no obligation to replace tests and materials free of charge when the damage has been caused by improper administration or when the loss has not been reported in accordance with proposer’s published procedures.

Deliverable 9: For CBTs, the Proposer shall describe the plan to work with the State over the period of the contract to offer CBT in all areas deemed necessary by the State. LA is moving toward CBT, and one intent of this project is to begin State-wide, large-scale operational testing through a gradual shift from PBT to CBT administration. The proposer should be prepared to provide the following over the 3-year contract:

- In 2014, up to 30% of tests by volume on computer.
- In 2015, up to 40% of test by volume on computer.
- In 2016, up to 50% of test by volume on computer.

Deliverable 10: For CBTs, the Proposer shall describe the technical specifications that will be required to provide computer based testing at state-approved testing centers. Proposal should indicate if there are different requirements for computer based testing in correctional settings. This must include the following:

1. Minimum specifications for the computers on which the test is delivered;
2. Minimum specifications for any administrative computer associated with the computers on which the test is delivered (if applicable);
3. Minimum specifications for the networking associated with any computers involved in the delivery of tests (if applicable); and,
4. Minimum infrastructure specifications for Internet, printing, and any other applicable requirements involved in the delivery of the tests.
The proposal should additionally address the following:

(a) The proposal should describe in detail the test system specifications for the Proposer’s recommended test administration platform, which may include:
- Test access control
- Administrative access control
- Security or test content and test-taker data
- Desktop security during testing
- Wireless networking
- Network availability
- Data interoperability

(b) User Interface
The proposer must describe the planned user interface of the test administration platform that the bidder proposes to use at the State’s local testing centers. The proposer should describe how the test-taker interacts with the test administration system, including how the test-taker navigates through the test, how items of different types are displayed on the screen and responded to by the test-taker, and how the user accesses / completes his or her test. Screen shots could be included as appropriate. The description of the proposed solution should include details of any test-taking tools that are currently available and that are under development.

(c) Administrative System
The administrative system used to manage the delivery of tests must be capable of supporting the various aspects of the assessment program. These might include data, test, and security management. In the proposal, the proposer should describe the administrative system for the planned test administration platform.

(d) System Monitoring and Reporting
Various types and levels of system monitoring should be implemented by the proposer to ensure availability of the testing system and to provide LCTCS with user statistics. The proposer must plan a comprehensive solution for system monitoring that provides monitoring and reporting information for those computers that are and are not connected to the Internet during the administration of the test (see section above about test-taking populations prohibited from accessing the Internet). The proposer should describe the planned approach to system monitoring and reporting, including the types of information that will be available to LCTCS. It is understood that during the course of the contract the system monitoring and reporting may need to be phased in if it is not feasible to have system monitoring and reporting available immediately at the beginning of the contract. Any phase-in plan must be described in the proposal.

(e) System Availability, Maintenance, and Updates
The Proposer’s test administration platform must be available to test-takers, with the exception of scheduled downtime as approved by LCTCS, to deliver and score tests and conduct related administrative functions. Testing in
Louisiana takes place throughout the year and throughout the day (including evenings) on week days and weekends.

**Deliverable 11:** Proposer should describe the registration and fee collection process for CBT and PBT. For example: proposer can offer flexibility to bill the testing center monthly or proposer requires each tester to pay proposer directly.

**Deliverable 12:** Proposer must provide information and application materials for individuals with disabilities (test accommodations guidelines) that complies with the Americans with Disabilities Act (ADA) of 1990. Accommodation proposal must also include a plan for the following:

(a) Plan for testing with accommodations to individuals with disabilities, including but not limited to:
- Attention Deficit/Hyperactivity
- Psychological or Psychiatric Disorders
- Learning or Other Cognitive Disabilities
- Physical Disorders/Chronic Health Disabilities
- Intellectual Disabilities

(b) Plan that demonstrates the review and decision process administered by the proposer addressing some or all of the following testing accommodations for a PBT or CBT in each language:
- Extended time
- Special location/private room/small group
- Audio
- Large print with extended time
- Calculator/talking calculator
- Scribe
- Supervised breaks
- Signed interpreted instructions for the deaf/hearing impaired.

**TASK 3: Scan and Score the Tests; Reports to LA**

**Deliverable 13:** The proposer should submit a plan for proposer -provided scanning and scoring of the PBT. Completed test materials for PBTs and CBTs must be scored on a rolling basis, and the results must be transmitted to LCTCS within two (2) weeks of the test administration.

(a) For PBTs, the proposer will receive all completed answer sheets from the individual testing centers. Upon receipt, the proposer will scan all answer sheets, score all items, sum the scores, and determine whether the test-taker has obtained a passing score and a “college-readiness score” for each subtest and the total test.

(b) For CBTs, the proposer is expected to gather all data from the proposer’s test administration platform, score all items, sum the scores, and determine whether the test-taker has obtained a passing score and a “college-readiness score” for each subtest and the total test.
(c) The proposer is responsible for hiring and training the raters to score the essay. In the proposal, describe the raters’ educational qualifications and scoring rubrics/guides developed to ensure consistency.
(d) After the tests are scored, test results as well as candidate demographic data must be encrypted and transferred daily to a secure file transfer protocol (FTP) site at LCTCS for processing. The data layout and transfer site will be determined by LCTCS. The security of test content and student data is of utmost importance. The proposer’s security plan must detail in full how materials and data will be kept secure at all times during the project.

Deliverable 14: Proposer should describe the ability to generate fixed and ad-hoc reports for State and Federal reports.

Deliverable 15: The Proposer shall describe the process for determining cut scores for the test, particularly those that indicate high school completion and college/career readiness.

**TASK 4: Professional Development; Resources; Support Helpline**

Deliverable 16: The Proposer shall describe the professional development assistance that will be offered to state, instructional and testing staff. This should include but is not limited to trainings, an administrator’s test policies and procedures guide and technical manuals.

Deliverable 17: Proposer should describe a detailed plan to ensure that instructional materials are available and appropriate for the assessment including but not limited to supplemental resources such as Practice Tests with a diagnostic component and the connection to the current adult education National Reporting System.

Deliverable 18: The Proposer must describe the plan for helpline support, including but not limited to telephone, email and/or fax support that will be provided.

**2.5 Location**

The LA High School Equivalency (HSE) test will be administered at diverse state-approved testing locations in LA. For testing locations that cannot access the Internet, State prisons administered by the LA Department of Corrections, the State’s parish detention centers and/or jails, and other facilities in which the LA HSE is administered to a population of test-takers who are prohibited from accessing the Internet, the PBT will be administered.

For testing locations that can access the Internet (e.g., technical/community colleges, adult learning centers, etc.), LCTCS is open to a test administration platform that is either connected to the Internet in real time (e.g., an entirely browser-based SaaS solution), or that intermittently connects to the Internet through a software program installed on individual computers that connect to databases through the Internet for the purposes of pulling items, banking scores, or other information.
2.6 Proposal Elements

2.6.1 Financial

Proposal shall include price for each contract year that is inclusive of the cost for all components listed in Part 2: Scope of Work/Services, 2.4 Deliverables, of this RFP.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation of deliverables.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer’s understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes LCTCS to consider.

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

Each Proposer should address how the firm will meet the following:

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.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.

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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

**PART III: EVALUATION**

All complete proposals received by the deadline will be reviewed using the following criteria and ratings. Proposer must ensure that all components of this RFP have been addressed, the required numbers of copies have been provided, and the Price Schedule (Attachment 2) must have been completed. Signatures should be original signatures in blue ink and should be included as required.

An evaluation committee will complete a technical review of each completed proposal received by the deadline. The committee will review each proposal to determine compliance with the requirements described in the RFP.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<table>
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<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
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</thead>
<tbody>
<tr>
<td>Financial Proposal (Section 3.1)</td>
<td>25 points</td>
</tr>
<tr>
<td>Technical Proposal (Section 3.2)</td>
<td>65 points</td>
</tr>
<tr>
<td>Veteran and Hudson Initiative (Section 3.2.1)</td>
<td>10 points</td>
</tr>
<tr>
<td>Total Possible Points</td>
<td>100 points</td>
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</tbody>
</table>

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

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.
3.1 Financial Proposal

The Proposer shall provide the total cost (inclusive of travel and all project expenses) for performing all services described in the RFP for each year of the contract. The Proposer should break down the cost by amount per completed task that is identified in the proposed work plan.

A proposer’s base cost score will be based on the cost information provided in the proposal. Total cost shall be determined by adding the costs for all three years. Cost points shall be assigned based upon the following formula:

\[ BCS = (LPC/PC \times 25) \]

Where:
- \( BCS \): Computed cost score (points) for proposer being evaluated
- \( LPC \): Lowest proposed 3-year cost of all proposers
- \( PC \): Total 3-year cost of proposer being evaluated

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverable and methods to identify and solve such problems.

The Program Plan must address all requirements applicable to all aspects of this RFP. The Program Plan must be a clear, detailed, rational, concise, and comprehensive plan for the vendor’s approach to the development and provision of the products/services required. The complete project description narrative and supporting materials will be reviewed to determine the overall consistency of the proposal to the stated purpose of the RFP. Note that the Program Plan must include time commitments and responsibilities of all proposed staff.

Proposers should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan that are to be determined only after the award of a contract. Optional deliverables to be provided only at an additional cost should not be included and will not be considered in the evaluation of the technical proposal.

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<thead>
<tr>
<th>RFP Deliverables Section/Task</th>
<th>Possible Points</th>
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<tr>
<td>Task 1: Provision of the LA High School Equivalency Test</td>
<td>25</td>
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<tr>
<td>Task 2: Provide CBT/PBT Tests and Services</td>
<td>25</td>
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<td>• Technical Specifications</td>
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<td>• Registration/Fee Collection Process</td>
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<td>• Accommodation Availability, Review &amp; Approval Process</td>
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<tr>
<td>Task 3: Scan and Score the Tests; Reports to LA</td>
<td>10</td>
</tr>
<tr>
<td>Task 4: Professional Development; Resources; Support Helpline</td>
<td>5</td>
</tr>
</tbody>
</table>
3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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

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

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

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

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The proposer will deliver all tasks identified in the Scope of Work/Services and Section 2.4, Deliverables.

4.2 Performance Measurement/Evaluation

LCTCS will complete an annual contract evaluation based on the performance criteria set forth in the Scope of Work/Services and Section 2.4, Deliverables:

Task 1: Provision of the LA High School Equivalency Diploma
Task 2: Provide CBT and PBT Tests and Services
Task 3: Scan and Score the tests and provide data reports to State
Task 4: Professional Development, Resources and Support Helpline
During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.
ATTACHMENT 1

LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

File No. ____________

CONTRACT

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director’s signature on this document, the (Agency Name) (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 under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this 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 is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

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.

HEADINGS

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

PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.
LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule…

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

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

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

TERMINATION FOR NON-APPROPRIATION OF FUNDS

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 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
OWNERSHIP

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

USE OF AGENCY’S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

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

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
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 this contract.

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state’s exclusive remedy to take action 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 for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____of the RFP).*

**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, if applicable.

**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.

**SUBCONTRACTORS**

The Contractor may 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.

**SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

**ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**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.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

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

CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor’s personnel will comply with all security regulations in effect at the State’s premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than <length of term specified in the RFP>, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for <extension language as specified in the RFP>.

COMMENCEMENT OF WORK
No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

**COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

**ANTI-KICKBACK CLAUSE**

The Contractor hereby 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**

The Contractor hereby 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 non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which 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**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

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

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.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated ____________, and the Contractor's Proposal dated ______________, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT ________________________ on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES’ SIGNATURES:   CONTRACTOR SIGNATURE:
________________________________  By: __________________________________
________________________________  Title: ________________________________

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES’ SIGNATURES:   STATE AGENCY SIGNATURE:
________________________________  By:__________________________________
________________________________  Title_________________________________  

Phone No.:____________________________

Approved by:

_______________________
Director of State Purchasing

Date: ________________
**PRICE SCHEDULE**

Louisiana Community and Technical College System  
(Whole dollar figures only)

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<th></th>
<th>Paper-Based Test (PBT)</th>
<th>Computer-Based Test (CBT)</th>
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<tr>
<td>Cost per Pre-Assessment Administration</td>
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<tr>
<td>Annual Exam Leasing Fee</td>
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<td>Annual Test Center Fee</td>
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<tr>
<td>Cost per Exam Administration</td>
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<td>Cost per Online Registration</td>
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<td>Cost per Exam Scoring</td>
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<td>Cost per Score Reports &amp; Data Storage</td>
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<td>Cost per Accommodation Review &amp; Approval</td>
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<td>Cost per Student Diagnostic Report</td>
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<td>Annual Professional Development Fee</td>
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<td>Other: (Please explain)</td>
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<td><strong>Grand Total</strong></td>
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**Price Guarantee:** The proposer guarantees that the cost per exam administration will be no higher than the rates charged to other U.S. states or the cost per exam will be reduced to match the lowest rate charged.

<table>
<thead>
<tr>
<th><strong>Proposer Signature:</strong></th>
<th>Date:</th>
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<tbody>
<tr>
<td><strong>Printed Name:</strong></td>
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<td><strong>Company Name:</strong></td>
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