

Collegiate Academies

2625 Thalia St, New Orleans, LA 70113

**SECURITY SERVICES
REQUEST FOR QUOTATION**

RFQ No: CA_Security_Services_RFQ_2022

RFQ ANNOUNCEMENT

Friday, September 9, 2022

QUOTE DUE DATE & TIME

Wednesday, September 21, 2022 at 5:00pm

RFQ Documents & Updates

All RFQ and RFP documents and updates will be posted on CA's website at the url below.

www.collegiateacademies.org/resources/request-for-proposals

SUBMIT

One copy via email to

Anaeus Missai, Director of Shared Services

amissai@collegiateacademies.org

THE RFQ PROCESS

RFQ Schedule

Event	Date, Time, and Location
RFQ Announcement	Friday, September 9, 2022 RFQ posted on CA website RFP page
Questions Due	Wednesday, September 14, 2022 at 5:00pm emailed to amissai@collegiateacademies.org
Answers to Questions Posted	Friday, September 16, 2022 at 5:00pm on CA website RFP page
Quote Submission Deadline	Wednesday, September 21, 2022 at 5:00pm emailed to amissai@collegiateacademies.org
Bidder Interviews <i>By request from CA</i>	Monday, September 26, 2022 from 9:00am - 5:00pm <i>As needed CA will schedule 1 hour interviews with Bidders.</i>
Award Notification	Wednesday, September 28, 2022 at 5:00pm on CA website RFP page
Contract Execution	Wednesday, October 5, 2022

Questions

1. All questions regarding this RFQ must be emailed to Anaeus Missai at amissai@collegiateacademies.org by **Wednesday, September 14 at 5:00pm**.
2. Questions received by that time will be compiled and answered by **Friday, September 16 at 5:00pm**
3. Questions received after that time will not be answered unless the answers have already been made public to all potential Bidders.
4. Answers to questions and any addenda to this RFQ will be available on the [RFP page of the CA website](#).

Submission

1. Bidders must submit a complete copy of their quotes electronically via email to Anaeus Missai at amissai@collegiateacademies.org by **Wednesday, September 21st at 5:00pm**
2. Quotes received after this deadline will not be considered.

Contract Award, Formation and Execution

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

The RFQ and quote of the selected Bidder will become part of any contract initiated by CA.

ADMINISTRATIVE AND GENERAL INFORMATION

Background

Collegiate Academies (hereafter “CA”) is a network of academically rigorous non-selective charter schools in New Orleans and Baton Rouge, committed to providing underserved high school students with enriching educational environments. Our mission is to build world-class public schools that prepare all students for college success and lives of unlimited opportunity in an open-enrollment high school program that accepts any student who wishes to attend; no student is excluded or limited for any reason. Our network is serving upwards of 2,800 students this year and our scholars come from some of the most underserved populations: 99% are from ethnic minority groups, 92% are economically disadvantaged, 20% receive special education services, and 11% are English-language learners.

In the twelve years since Collegiate Academies opened its doors to its first class of freshmen, our commitment to the success of *all* students has driven remarkable growth and changed the trajectory of our students’ lives. On average, our students enter the 9th grade on a 6th grade reading level; during their four years at Collegiate, they grow 7 grade levels. They graduate on time and college-ready (98% college acceptance rate), and of these 85% are first-generation college attendees.

In the 2022-23 school year CA will operate 4 high schools and 1 school for students with significant disabilities in New Orleans and 1 high school in Baton Rouge. Detailed information about each campus can be found below.

CA expects the Bidder to have the staffing, resources, and expertise necessary to deliver exceptional and reliable services for all of our CA schools in New Orleans and Baton Rouge. Furthermore, CA expects the Bidder to have a management structure that will ensure high-quality customer service as well as a plan to maintain responsive and effective communication with CA leadership. The Bidder is expected to deliver the requested services at a competitive price and demonstrate a track record of success in the industry by providing professional references and displaying sound business practices that show fiscal responsibility.

The awarded bidder under this RFQ will be responsible for providing daily security service and as needed security services for games and events at all CA schools in New Orleans and Baton Rouge.

We appreciate your interest in partnering with CA and look forward to receiving your quote.

Sincerely,



Anaeus Missai
Director of Shared Services

Campus Locations

School	Location
Abramson Sci Academy	5552 Read Blvd, New Orleans, LA 70127
Collegiate Baton Rouge	282 Lobdell Blvd, Baton Rouge, LA 70806
G.W. Carver High School	3059 Higgins Blvd, New Orleans, LA 70126
Livingston Collegiate Academy	7301 Dwyer Rd, New Orleans, LA 70126
Opportunities Academy	2625 Thalia St, New Orleans, LA 70113
Rosenwald Collegiate Academy	6501 Berkley Dr, New Orleans, LA 70131

Campus Contact Information

School	Site Contact	Phone	Email
Abramson Sci Academy	Daniel Bullard	(256) 783-6589	dbullard@collegiateacademies.org
Collegiate Baton Rouge	Tyler Munson	(225) 364-1853	tmunson@collegiateacademies.org
G.W. Carver High School	Brandy Bienemy	(504) 272-4326	bbienemy@collegiateacademies.org
Livingston Collegiate Academy	Caitlin Puliafico	(951) 743-1830	tashford@collegiateacademies.org
Opportunities Academy	DeShawn Jones	(989) 392-9271	djones@collegiateacademies.org
Rosenwald Collegiate Academy	Blaire Taylor	(504) 356-1160	btaylor@collegiateacademies.org

AUTHORITIES, RESTRICTIONS & CLAUSES

CA Authorities and Options

1. CA reserves the right to reject any and all quotes for any reason.
2. CA reserves the right to correct or waive irregularities in submitted quotes should it be deemed in the best interest of CA to do so.
3. CA reserves the right to negotiate any and all quotes for any reason.
4. CA reserves the right to award to more than one Bidder or to no Bidder.
5. CA has 90 days to accept a submitted quote. The Bidder cannot withdraw a quote within that 90 day period without mutual consent with CA.
6. CA reserves the right to require a performance bond. If such is required, the cost of that bond will not be reimbursed to the Bidder by CA.
7. Final prices will be negotiated between the Bidder and CA. CA reserves the right to cancel the contract award if the Bidder cannot commit to a contract that has prices within five percent of the initial quote.

Bidder Prohibitions

1. CA will assess, negotiate, and decide on this quote without influence from the Bidder's employees, representatives, agents, vendors, or any other parties with a business, financial, or familial relationship with the Bidder.
2. The Bidder is prohibited from exploiting a conflict of interest, offering gratuities, kickbacks, or any other type of incentive or influence upon CA, its board, and its agents. Violators will be prosecuted to the extent of the laws pertinent to CA.

3. Bidders must submit a firm bid. A Bidder will not stipulate in its quote that any condition(s) provided in the quote be omitted from any ensuing contract document(s). Any qualifying statements or conditions may be declared irregular and non-responsive to the RFQ.
4. The Bidder is prohibited from submitting a quote contingent upon winning multiple contracts. CA will disqualify any such quote.

Bidder Responsibilities

1. It is the Bidder's duty to inspect all submitted documents to assure completeness, legibility, etc.
2. It is the Bidder's duty to understand the quote. Any misunderstanding is the responsibility of the Bidder. CA has no obligation to correct, reject, or question any portion of the quote.
3. The Bidder must abide by all quote requirements. The quote may be rejected by CA regardless of the type or significance of noncompliance.

Contract Terms and Termination

1. The initial contract period will be October 15, 2022 through June 30, 2023.
2. Contract will be renewable by mutual agreement with one-year extensions through June 30, 2025.
3. The contract will expire naturally at the end of the contract term.
4. CA reserves the right to terminate the contract with 30-days advance, written notice.
5. CA reserves the right to terminate the contract because of inferior quality of materials, product, workmanship, service, and/or reductions and/or termination of funding.
6. CA reserves the right to terminate the contract immediately in the event of unresolved safety or liability concerns.

Definitions

- Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- Must - The term “must” denotes mandatory requirements.
- May and Can- The terms “may” and “can” denote an advisory or permissible action.
- Should – The term “should” denotes a desirable action.
- Vendor – The selected Bidder.
- Bidder – A firm or individual who responds to this RFQ.
- RFQ – Request for Quote

BID EXPECTATIONS

Although CA is not requiring documentation in support of the items below, by submitting a quote in response to this RFQ, each Bidder is agreeing to all of the terms and expectations listed here. Failure to comply with any of these expectations may result in rejection of the quote or the immediate issuance of a termination of contract notice.

Costs Incurred in Preparation of Quote

All costs directly or indirectly related to preparation of a quote in response to this RFQ, any oral presentations required to supplement and/or clarify a quote, and any reasonable appearance which may be required by CA in connection with this Request for Quote, shall be the sole responsibility of the Bidder, and shall not be reimbursed in any manner by CA.

CA discourages lengthy and costly quotes. Quotes should be prepared simply and economically and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.

Ownership of Quote

All materials submitted in response to this request become the property of CA. Selection or rejection of a quote does not affect this right. All quotes submitted will be retained by CA and not returned to Bidders.

Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a quote identified as such must be clearly marked in the quote. Any quote marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Changes, Addenda, Withdrawals

CA reserves the right to change the calendar of events at any time. CA also reserves the right to cancel or reissue the RFQ. If the Bidder needs to submit changes or addenda, such changes or addenda shall be submitted in writing, signed by an authorized representative of the Bidder, cross-referenced clearly to the relevant quote section, prior to the submission deadline. Changes or addenda shall meet all requirements for the quote.

Cancellation of RFQ or Rejection of Quote

Issuance of this RFQ in no way constitutes a commitment by CA to award a contract. CA reserves the right to accept and reject any or all quotes, or to cancel this RFQ if in the best interest of CA to do so.

Waiver of Administrative Informalities

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

Acceptance of Quotes Content

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidders to accept these obligations shall result in the rejection of the quote.

Errors and Omissions in Quote

CA will not be liable for any errors in the quote. CA reserves the right to make corrections or amendments due to errors identified in the quote by CA or the Bidder. CA, at its option, has the right to request clarification or additional information from the Bidders.

BIDDER REQUIREMENTS

Staffing

The Bidder agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation.

The Bidder will ensure that all staff are supplied with uniforms and ID badges, and these are to be worn at all times.

The Bidder will, at the request of CA, immediately remove from any CA campus any employee who, in the opinion of CA, is incompetent or who has been conducting him- or herself improperly. The Bidder will not permit a person so removed to remain on or return to the facility or any other CA facility.

The Bidder will maintain adequate staffing at all times. All of the Bidder's employees will be neatly dressed, presentable, helpful, friendly and cooperative at all times. The Bidder's employees coming in contact with children must uphold the highest professional standards and maintain the highest moral character. CA places and the Bidder accepts full responsibility of assuring such qualities in all personnel.

Licensing Requirements

The Bidder will ensure and attest to, and provide to CA upon request documentation proving, successful company licensure and individual security guard registration through LSBPSE (Louisiana State Board of Private Security Examiners) pursuant to La. R.S. 37:3270-3299 (Private Security Regulatory and Licensing Law).

Security Clearance and Bonding

The Bidder will submit to CA upon request, names and addresses of all individuals who will be performing the contracted services. CA requires background checks clearance and insists that personnel who are not approved for clearance be replaced. The Bidder will provide evidence that all employees engaged in performing contracted services are bonded.

Criminal Background Checks

We are required to have a background check on all vendors that will work with our students and/or have unsupervised access to our students. [For more information, please go here.](#)

The Bidder will ensure that all employees involved in their services pass a background check prior to employment and will submit those results to CA before an employee begins work in a CA school. Additionally, the Bidder will submit to CA upon request, names and addresses of all individuals who will be performing contracted services. CA requires background checks clearance and insist that personnel who are not approved for clearance be replaced.

CA requires the Bidder to complete a Louisiana Bureau of Criminal Identification (LBCI) background check. **Background checks may not be completed by a third party or anyone other than the LCBI.** The Bidder should contact the Orleans Parish Sheriff's Office (New Orleans) or the Louisiana State Police (Baton Rouge) to set up their company for LBCIs.

Orleans Parish Sheriff's Office, Civil Scan Program

[3380 Perdido St.](#), New Orleans, LA 70119. Hours of Operations: 8am-4pm Phone: (504) 202-9292

Louisiana State Police Office

7919 Independence Blvd., Baton Rouge, LA 70806 Hours: 8am-4pm

These forms will be required:

- [LBCI Authorization Form](#) (employee should check the "School" box on this form, not "Working with Children.")
- [Rap Disclosure Form](#)

Background check results remain in effect for 3 years, with the Bidder's written agreement that the Bidder will notify CA if criminal status changes for any reason.

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

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

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

NOTE: Vendors are not allowed to be one-on-one with a student without being within eyesight of a school employee.

Appointment of Supervision

The Bidder will appoint an experienced Supervisor to be responsible for all work required under the contract. The Supervisor must be acceptable to CA and receive on behalf of the Bidder any order or communication relating to the work on this contract. The Supervisor will be readily accessible to CA personnel at all times and will have communication equipment (cell phone and email).

Safety

The Bidder and its employees must wear adequate safety equipment for the tasks involved, and train their employees on the safe use of hazardous materials in the workplace. All containers of such materials must be clearly identified, labeled and stored safely at

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all times. All materials on school premises must be permissible per law. Any health and safety issues, including any accident involving CA students and staff, should be reported immediately to CA.

Security/Keys

The Bidder will ensure that the serviced facilities are secure at all times by ensuring that windows are closed and locked, and that doors and gates required to be locked are locked. All keys/security codes entrusted to the Bidder for the fulfillment of contracted services must be fully protected at all times. In the event of lost keys/security codes, it will be the responsibility of the Bidder to notify the School Operations Manager/School Director of Finance and Operations and have any safety-compromised locks re-keyed, which may include the entire facility.

Confidentiality

Confidentiality is required from the Bidder and its employees at all times.

Assignments

The Bidder will not make any assignments or subcontract for contracted services without written permission from CA.

Legal

The Bidder must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act and La. R.S. 37:3270 through 3299 of the Private Security Regulatory and Licensing Law.. The Bidder must notify CA concerning any litigation involving the Bidder or its parent or subsidiary companies.

Responsibility and Control of Work

The Bidder will be responsible for all damage caused by its employees, its equipment or its supplies to the School's property, equipment, buildings, grounds and building contents. The Bidder will also be responsible for all injuries to persons caused by its staff, equipment or supplies. The Bidder must be knowledgeable about and abide by all provisions of legislative enactments, State statute and local regulations regarding safety.

Insurance

General Information

The Vendor shall maintain, at its own expense, throughout the length of the contract and any extensions thereof, the insurance coverages and minimum required limits as described below. Failure by the Vendor to maintain any required insurance coverages shall be deemed to be a material breach of the terms of the ensuing contract.

In all cases where Excess or Umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such Excess or Umbrella Liability policies must exceed or follow form of the underlying policies.

Subcontractors of all tiers are required to meet the coverage requirements described herein.

Required Policies and Limits

A. Workers Compensation Insurance

- **Limits:** as required by Louisiana state law with statutory limits.
- **Election of Coverage:** Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers and directors.

B. Employers Liability Insurance

- **Limits:**
 - \$1,000,000 Bodily Injury by Accident – Each Employee

C. Commercial General Liability Insurance (Must include sexual abuse coverage)

- **Limits:**
 - \$1,000,000 Per Occurrence
 - \$3,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate

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- **Coverage:** Property Damage, Bodily Injury, Products Liability, Completed Operations and Vendor Liability. Vendors or Vendors insurance shall be considered primary, noncontributory, and not Excess coverage.
- **Form:** Occurrence Based – ISO or Equivalent

D. Business Automobile Liability Insurance

- **Limits:** \$1,000,000 Combined Single Limit
- **Coverage:** Any Auto (All Owned, Non-owned and Hired Vehicles)
- **Form:** Occurrence Based – ISO or Equivalent

E. Law Enforcement Liability Insurance

- **Limits:** \$1,000,000 Each Claim

F. Umbrella Liability

- **Limits:**
 - \$3,000,000 Each Claim
 - \$3,000,000 Aggregate
- **Underlying Coverage:** General Liability, Commercial Automobile and Employers Liability.

Insurance Companies and Underwriters

All policies must be written with carriers who are licensed to write business in the state that work is being performed. Carriers must maintain an A.M. Best Rating of A- or better, with a financial size category of X or better.

Additional Insured Status

Collegiate Academies, its members, subsidiaries, directors, officers and employees shall be included as Additional Insureds under the Commercial General Liability and Business Automobile Liability policies required in the above section.

Additional Insured coverage under the Commercial General Liability section shall include both the ongoing operations (CG 20 10 or equivalent) and completed operations hazards (CG 20 37 or equivalent). Additional Insured status shall apply on a primary and noncontributory basis.

Waiver of Subrogation

Vendor waives all rights of subrogation against Collegiate Academies, its members, subsidiaries, directors, officers and employees for recovery of damages to the extent these damages are covered by any of the Independent Vendors insurance policies maintained above.

All required policies should be endorsed to include a waiver of subrogation in favor of Collegiate Academies, its members, subsidiaries, directors, officers and employees.

Notice of Cancellation/Material Change

All policies required above shall include an endorsement which provides 30 days' written notice of cancellation or material change from the insurance carrier. Notice of cancellation should be sent to the following: Collegiate Academies

Certificates of Insurance

Prior to commencing work, and then upon any change or renewal of any insurance coverage throughout the contract term, the Vendor shall provide Collegiate Academies with a Certificate of Insurance. The Certificate of Insurance must be executed by a duly authorized representative of each insurer and it must show coverage in compliance with the insurance requirements.

Copies of required additional insured and waiver of subrogation endorsements must be included with the Certificate of Insurance.

Failure of Collegiate Academies to demand a Certificate of Insurance showing evidence of full compliance is not a waiver of the required coverages.

SCOPE OF WORK

The Vendor will furnish all the necessary supervision, labor, equipment, and materials required to complete the following security services as outlined below, and subject to terms and conditions stated in the final contract.

The Vendor will provide services in two contexts:

- I. Daily (during the school day),
 - A. Outdoor (armed or unarmed)
 - B. Indoor (unarmed only)
- II. Auxiliary (as needed)
 - A. on- and off-campus sporting events, and pep rallies,
 - B. parades,
 - C. graduations and awards ceremonies, and
 - D. proms, dances and other social events.

Overarching Responsibilities:

Under general direction, security guards provide for a safe and secure school environment, foster an optimal learning environment and act as a deterrent to unsafe or poor behavior by patrolling the campus, monitoring student behavior, enforcing school policies, intervening in physical encounters, monitoring security cameras, monitoring visitors and reporting unsafe or unhealthy conditions. Security guards patrol and monitor school campuses on various shifts, which typically include weekdays and evenings. Under certain special circumstances, nights, weekends and holidays shifts may be needed. Security guards provide security and protection to students, personnel, equipment and property; they maintain campus security and protect CA property against vandalism, illegal entry, fire and theft, Security guards enforce laws and regulations and respond to emergency situations.

Specific Responsibilities:

All security guards will:

- Display ethical and professional behavior in working with students, parents, school personnel, vendors, and other outside agencies associated with the school.
- Promote student responsibility for behavior and attitude by serving as a role model and dressing and grooming professionally. Wear designated uniform in a presentable manner during assigned work hours.
- Intervene in situations likely to result in disruption or injury and direct students to refrain from such conduct.
- Ensure a smooth traffic flow of students in and around the school facility.
- Assist with supervision of students during morning arrival and afternoon dismissal.
- Assist the staff, police, and emergency personnel in handling emergencies or disruptive situations.
- Assist in the breakup of fights and the deescalation of situations which may lead to an altercation.
- Report any discipline infractions, unauthorized visitors, and acts of vandalism to the school administration.
- Notify the school administration, police, and/or appropriate emergency personnel of any emergency, potentially dangerous or unusual situations.
- Notify school administration of evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol or other controlled substances.
- Participate in appropriate in-service training and workshop programs.
- Protect confidentiality of records and information about students, staff, schools and CA.
- Patrol and monitor assigned school campuses in appropriate school security uniform, whenever on duty.
- Maintain campus security and protect CA property against vandalism, illegal entry, fire and theft; check buildings and grounds for security, water leaks, malfunctioning equipment, unauthorized visitors and fire.
- Enforce laws and regulations and respond to emergency situations; initiate contact with individuals on school grounds or surrounding property to assure visitor authorization.
- Inspect and monitor the security of doors, windows and gates; reset alarm systems and test for proper operation as necessary; detect and report fire and safety hazards; respond to fire and burglar alarms and extinguish small fires; work with school administration regarding the summoning and communication with police and fire department personnel.
- Prepare and maintain a variety of records and reports related to security incidents, issues, hazards and activities; maintain time cards and officer's log sheet.
- Communicate with CA personnel and law enforcement, fire, alarm, safety and community organization personnel to receive and exchange information related to security, vandalism, crimes, investigations, school activities and safety issues;
- Operate a variety of security and safety equipment including fire extinguishers, handcuffs, batons, firearms, mobile phones,

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hand-held radios, pepper spray, and mace.

- Effectively communicate and maintain cooperative relationships with those contacted during the course of work.
- Perform any duties and responsibilities that are within the scope of employment, as assigned by a supervisor and school administrator, and not otherwise prohibited by law or regulation.

In addition to the above, outdoor guards will

- Patrol and monitor the campus and surrounding areas as assigned (bus stops, parks, and other public and unsupervised areas) to ensure the safety and well-being of students and staff and the security of the facility.
- Ensure a smooth traffic flow of students as they enter and exit the building.
- Assist with supervision of students during morning arrival, afternoon dismissal and other periods when students are outdoors.
- Assist visitors with parking and directions. Intercept unauthorized visitors and escort them off the premises.
- Prevent illegal parking, tampering with vehicles and loitering in school parking lots according to established procedures; assist with traffic and crowd control at special events as assigned.
- Operate a Vendor-provided vehicle when requested by CA.
- Perform regular patrols of school grounds and adjacent areas.

In addition to the "All guards will" list of responsibilities, indoor guards will

- Ensure a smooth traffic flow of students as they transition to and from classes and other activities.
- Assist with supervision of students during morning arrival, afternoon dismissal and whenever students are not in classrooms.
- Perform daily bag checks at arrival, ensuring that no undesirable, dangerous or disavowed item comes into the school.
- Assist visitors with signing in, obtaining a visitor's pass, and escorting visitors to their destination.
- Perform regular patrols of hallways, restrooms, and stairways. Identify and secure areas that are outside of clear eyelines.
- Routinely check exterior doors to ensure that they are closed and locked.

In fulfillment of contract terms, the Vendor will perform the following administrative services upon request of CA:

1. The Vendor will provide security guard workers as requested by CA. Uniformed, security may be provided in various formats: stationary guards, indoor and/or outdoor foot patrols, and outdoor vehicular patrols depending on CA's requirements. Vehicular patrols will be conducted in a vehicle provided by the Vendor.
2. Any guard provided must have a minimum of one (1) year's experience as a security officer, or one (1) year's experience in a branch of law enforcement or other type of protective service.
3. The guards must be capable and trained to handle any and all incidents in a legal and professional manner.
4. Any guard provided must have undergone a thorough criminal background check which reveals no criminal history. A criminal background check includes, but is not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug screening at the Vendor's expense and prior to hire/placement. Proof of the criminal background check must be provided to CA upon written request.
5. Any armed guard provided must be authorized to carry weapons in the State of Louisiana with a copy of the weapon permit provided to the hiring School. All weapon permits should be current and maintained in accordance with the contract. Additional weapon qualification requirements may be required by CA.
6. With respect to the provision of security guards and related services the Vendor shall:
 - a. Assign a Account Representative to work directly with CA Representative;
 - b. Designate a contact person available for communication with CA;
 - c. Fulfill School requests for guard(s) within twenty-four (24) hours of request;
 - d. Maintain a sufficient pool of qualified guards large enough that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement guard within two (2) hours after notification;
 - e. Replace, at no additional expense to CA, any guard not performing satisfactorily within two (2) hours;
 - f. Ensure that the guard(s) are in complete uniform and well-groomed at all times;
 - g. Provide all materials, serviceable firearms, ammunition, nightsticks, serviceable flashlights, rain gear, uniforms which are clean, in good repair, easily recognizable and identify the guard as an employee of the Vendor, and any other miscellaneous equipment which may be needed;

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- h. Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed security guards to perform the duties required during the shifts required, seven days a week, including weekends and holidays as needed;
- i. Ensure that the contract security guard reports to work at the time and place specified by CA;
- j. Abide by all ordinances and laws pertaining to CA's operation and secure all required licenses, permits, certifications, trainings, background investigations, fingerprint checks, and drug tests;
- k. Ensure that all guards fully comply with the policies and procedures of the CA school to which they are assigned;
- l. Ensure that guard(s) do not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and that such guards comply with CA's restrictions regarding visitation with friends, family members, or acquaintances while on the job;
- m. Ensure that guards do not vacate their post during or at the end of their shift unless relieved by appropriate duty personnel, and arrange for replacement personnel for shift changes, breaks and for unanticipated events (i.e. illness, family emergency, etc.);
- n. Ensure that no security guard worker or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; CA, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Vendor;
- o. Provide vehicle(s) and display "Security" on the driver and front passenger door if providing the optional patrol vehicle(s);
- p. Operate and maintain vehicle(s) in accordance with all applicable laws and regulation of the State of Louisiana and those established by CA at the Vendor's expense; and,
- q. Abide by all State and/or School policies, procedures, ordinances, and/or laws pertaining to CA's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Vendor or its personnel will not be tolerated and will be considered grounds for contract termination:
 - i. All state facilities are non-smoking; the Vendor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
 - ii. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property. Vendor personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
 - iii. The Vendor's personnel should refrain from using foul, abusive, or profane language on state property.
 - iv. The Vendor's personnel shall not flirt or fraternize with students, school personnel or any visitor at CA campus locations.
 - v. Vendor's personnel shall not solicit or otherwise interfere with the work of CA employees.
 - vi. Vendor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and shall comply with CA's restrictions regarding visitation with friends, family members, or acquaintances while on the job.
 - vii. CA reserves the right to inspect and search all Vendor personnel and/or vehicles anytime while on facility grounds.
 - viii. Vendor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on duty.
- r. Accurately describe the job duties required to its contract worker(s) and/or employee(s);
- s. Perform all services provided in the contract between the Vendor and CA in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. No statement within this document shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.

BID REVIEW

Evaluation and Scoring

While cost is of great importance, proposing the lowest price received through this RFQ process will not assure award of the contract. A variety of criteria in addition to pricing will be considered in evaluating quotes, including but not limited to demonstrated understanding of CA's expectations, quality of procedural/safety structures, management model, communication system, references, perceived ability to deliver, insurance/risk management portfolio, and willingness to partner with CA. This evaluation will be made based on the Quote as well as information from news articles, press releases, client references, industry references, vendors, related sources, and any other source relevant to the Bidder or CA.

Component	Scoring Scale	Evaluation Criteria
Price	0-10 points	Lowest bid(s) receive 10 points; Highest bid(s) receive 0 points; all other bids receive between 9 and 1 points. The total cost may include unit price, delivery and installation, and maintenance and cost of operation as defined in the solicitation.
Quote Quality and Business Capacity	0-10 points	Award of a contract is based on the best value to CA: quality, availability, delivery, specifications, terms, conditions, and fitness for the particular purpose. The Bidder must have the necessary capacity and infrastructure to deliver on all elements listed in the Scope of Work.
Professional References and Experience	0-5 points	<p>Have demonstrated an ability to partner successfully with districts, CMOs, and/or schools.</p> <p>Has a track record of working collaboratively with districts, CMOs, and/or schools to successfully implement the services outlined herein.</p> <p>Has relevant professional experience, but no expertise in project subject; between 5 and 10 years of specified expertise in project subject; more than 10 years of expertise in specific project subject.</p>
Headquartered in Orleans Parish	0-1 points	Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State.
State & Local Disadvantaged Business Enterprise	0-2 points	A for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. As a certified DBE, a certificate issued by the City of New Orleans or other certifying agency must be provided with the submission.
Community Involvement	0-2 points	Demonstrated organizational commitment to programs or public service initiatives serving the youth of New Orleans community relationships.
Total Points Possible	30 points	

BID SUBMISSION - DOCUMENTATION REQUIREMENTS

For your bid to be considered you must submit all of the following:

I Bid Cover Sheet

II Company Information

- a) Standard Contract Terms and Conditions
- b) Insurance Certificates (With additional copies sent directly from the email address of the insurance representative named on the Certificate of Insurance to Anaeus Missai, Director of Shared Services at amissai@collegiateacademies.org)
- c) Louisiana State Board of Private Security Examiners License.

III Rates

IV Certifications & References

- a) Non-collusion Statement (Attachment A)
- b) Contact Information & Bid Authorization (Attachment B)
- c) Responsibility Disclosure (Attachment C)
- d) References (Attachment D)

BID COVER SHEET

Submit:

1) One copy via email to:

Anaeus Missai, Director of Shared Services

e: amissai@collegiateacademies.org

DEADLINE: Wednesday, September 21, 2022 at 5:00pm

Bidder Information

Company Bidding:	Contact Name:
Phone Number:	Email Address:

III Rates

Hourly Cost per Security Guard (armed - with security vehicle)

Hourly Rate Mon-Fri	Hourly Rate Sat & Sun	Hourly Overtime Rate	Hourly Holiday Rate
\$	\$	\$	\$

Hourly Cost per Security Guard (armed - without vehicle)

Hourly Rate Mon-Fri	Hourly Rate Sat & Sun	Hourly Overtime Rate	Hourly Holiday Rate
\$	\$	\$	\$

Hourly Cost per Security Guard (unarmed - with security vehicle)

Hourly Rate Mon-Fri	Hourly Rate Sat & Sun	Hourly Overtime Rate	Hourly Holiday Rate
\$	\$	\$	\$

Hourly Cost per Security Guard (unarmed - without vehicle)

Hourly Rate Mon-Fri	Hourly Rate Sat & Sun	Hourly Overtime Rate	Hourly Holiday Rate
\$	\$	\$	\$

Additional Fees and Services

Service	Description	Fee(s)

Company Representative

Name	Title	Signature	Date
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IV Certifications

ATTACHMENT A | NON-COLLUSION

AFFIDAVIT

RFQ No: CA_Security_Services_RFQ_2022

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared, _____, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a quote/Contract/Bid/RFQ/SOQ No. **CA_Security_Services_RFQ_2022**, to Collegiate Academies.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Signature of Affiant

Date

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

COLLEGIATE ACADEMIES

ATTACHMENT B | CONTACT INFORMATION & BID AUTHORIZATION

Primary Contact Name	
Primary Contact Phone Number	
Primary Contact Email Address	

Company Legal Name	
LA State Board of Private Security Examiners License #	
Company Address	
Company Phone Number	
Company Website	
Year Company Founded	
Years Operating in Louisiana	
Number of Clients	Total: _____ Louisiana: _____ New Orleans: _____
Number of Employees	
Certified SLDBE (yes/no)	

By signing the box below I am submitting my bids for RFQ No. CA_Security_Services_RFQ_2021:

Authorized Representative Name	
Authorized Representative Signature	
Date of RFQ Bid Submittal	

ATTACHMENT C | RESPONSIBILITY DISCLOSURES

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

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

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

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

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

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

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

Signature of Legally Responsible Party

Date

ATTACHMENT D | REFERENCES

Please list a minimum of three references of agencies (government, private and/or charter schools) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1.

COMPANY NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

2.

COMPANY NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

3.

COMPANY NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

CONTRACT/ SERVICES AGREEMENT [example]

Below is an example of the Service Agreement that may ensue between CA and the awarded Bidder.



Collegiate Academies

22-23 Collegiate Academies School Security Officer Services Agreement

This Services Agreement (the "Agreement") is effective as of the date it is signed by the last party to sign it, as indicated by the date next to that party's signature ("Effective Date") by and between _____ ("Contractor"), a Louisiana for-profit Corporation with its principal place of business at _____ and Collegiate Academies, a Louisiana not-for-profit corporation with its principal place of business at 2625 Thalia Street, New Orleans, LA ("CA", and, together with the Contractor, "Parties").

1. **Services.** Contractor will provide to CA campus security officer services according to the Scope of Services outlined in Exhibit A (the "Services"). Services may be modified or extended with both Parties' mutual agreement in writing. Contractor will furnish all equipment, labor, supervision, and supplies necessary for performance and will determine the method, details, and means of performing the Services under this Agreement.
2. **Compensation and Billing.** In full consideration for Services rendered, CA will pay Contractor all undisputed sums owed based on the rates set forth in Exhibit B, as may be adjusted from time to time as provided herein, in accordance with the terms of this provision.
 - a. Contractor shall submit a Payment Invoice to CA for the previous month's services by the 5th school day of each month setting forth the amounts payable to Contractor hereunder.
 - b. CA shall pay undisputed amounts due to Contractor on or before the 30th business day following the date on which the Payment Invoice had been submitted. Such payment does not waive CA's right to challenge any discrepancy in the billing Payment Invoice at a later time. CA shall be under no obligation to remit payment for late or missing invoices.
 - c. Contractor may impose a late fee of 1.5% interest per month for any unpaid invoices exceeding thirty (30) business days.
 - d. Contractor will be responsible for all expenses incurred in performing the Services under this Agreement. Compensation paid to Contractor is in full consideration of any Services performed and any expenses incurred while performing said Services.
 - e. In the event that any amount is disputed by CA, CA shall deliver written notice specifying the disputed amount to Contractor within fifteen (15) days of receipt of the Payment Invoice.
 - f. This section shall survive the termination or expiration of this Agreement.
3. **Term.** The term of this Agreement shall commence as of the Effective Date and, unless terminated earlier pursuant to the termination provisions of this Agreement, shall continue in effect through June 30, 2023 (the "Initial Term"). This Agreement may be renewed for up to two (2) subsequent one (1) year terms ("Renewal Terms") upon the mutual written consent of both parties.
4. **Termination.**
 - a. **Termination for Convenience.** CA may terminate this Agreement without cause by giving Contractor written notice 30 days in advance of termination.
 - b. **Termination for Breach or Default.** If either Party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination will take effect immediately on receipt of

notice by the breaching Party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following: (a) CA's failure to pay Contractor any compensation due within 30 days after written demand for payment; (b) Contractor's failure to satisfactorily complete the Services specified herein; (c) Either Party's material breach of any representation or agreement contained in this Agreement; or (d) Contractor's failure to maintain the required insurance coverages or to maintain current licensure for Contractor and its employees providing Services under this Agreement.

- c. **Automatic Termination.** This Agreement will terminate automatically on the bankruptcy or insolvency of either Party.

Upon an early termination, Contractor shall receive payment for Services actually rendered prior to the termination date.

5. **Warranty.** Contractor warrants that it has the expertise, experience, capability and specialized knowledge to, and that it will, perform the services in a good and workmanlike manner and in accordance with all accepted standards of the industry. Contractor has the personnel and experience to perform the services in accordance with the warranty set forth in this paragraph. Contractor shall maintain and use all tools and equipment in accordance with manufacturer's specifications and recommendations and good engineering and operational practices. Contractor shall perform all services in good faith, promptly, with due diligence.
6. **Required Licensing.** Contractor will, at all times while this Agreement is in effect and at its sole cost, maintain valid licensure for itself and all security officers providing Services under this Agreement in accordance with all applicable laws and regulations, including Louisiana's private security regulatory and licensing law found at R.S. 37:3270, et seq. Failure to comply with these requirements shall constitute a material breach of this Agreement.
7. **Personnel Requirements**
- a. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, CA shall have the right to request Contractor to remove from service to CA any employee who, in CA's reasonable discretion, is deemed unsuitable for the performance of security services for CA. Such request may not violate applicable local, state or federal laws, rules or regulations. In the event CA requests that an officer be removed, it shall make such request in writing, state the reasons therefore and include any supporting documentation, if available. Contractor must provide replacement staff in a timely manner and at no additional cost to CA. The day-to-day supervision and control of Contractor's employees is the sole responsibility of Contractor.
- b. Contractor shall provide qualified security officers, trained and licensed in accordance with all applicable laws and the rules and regulations of CA. Contractor agrees that each security officer must at a minimum:
- i. Possess a valid license issued by this State authorizing such person to work as a private security officer;
 - ii. Possess a satisfactory criminal history record for work in a public school, after review of such records prior to the person providing Services under this Agreement. Such criminal history record shall be determined via completion of a Louisiana Bureau of Criminal Identification (LCBI) background check, as required by Bulletin 126, and demonstrate that the person has never been convicted of or pled nolo contendere to any crime listed in La. R.S. 15:587.1(C). For any employee who will interact with a CA student under this Agreement, Contractor shall submit to CA all required documentation evidencing a clear criminal background prior to the employee's first day of work on any CA campus. All costs associated with this process will be at Contractor's expense.
 - iii. Meet any other criteria required by law or by CA's policies, rules or regulations.
- c. Upon request, Contractor shall provide to CA copies of current, valid registration cards for all security officers performing Services under this Agreement.

8. Training Requirements.

- a. Contractor is responsible for ensuring security officers complete required firearm training and inspection and for maintaining records relating to training, inspection, and firearm qualification.
 - b. Contractor will provide thorough instruction to security officers providing Services under this Agreement in compliance with all state and federal private security service laws and regulations.
 - c. Contractor will ensure security officers providing Services under this Agreement have completed training in evidence-based crisis intervention techniques that includes instruction on safe restraint of students through a program approved by CA. Examples of acceptable programs include Crisis Prevention Institute's (CPI) Nonviolent Crisis Intervention Program or Cornell University's Therapeutic Crisis Intervention for Schools (TCIS) program. Contractor's security officers are prohibited from restraining any students until they have completed an approved program.
9. **Independent Contractor Status.** With respect to any Services provided under this Agreement, Contractor and its employees, personnel, and permitted contractors are independent contractors and not employees of the CA. Any persons provided by Contractor to perform the Services shall receive from Contractor compensation and all benefits to which they may be entitled, and are not eligible during such assignment for any benefits provided to employees of CA. The Parties recognize and agree that any person performing Services under this Agreement, whether at CA's location or elsewhere, shall not be considered CA employees for any purpose whatsoever. Contractor will be responsible for any applicable payment of any salary, benefits, incentives, and will make all appropriate tax, social security, Medicare and other withholdings deductions and payments, and all appropriate unemployment tax payments, in connection with all persons that provide Services hereunder. Contractor agrees to indemnify, defend and hold CA harmless for, from and against any and all claims, actions, demands, losses, causes of action, liabilities, damages, fees, costs expenses (including reasonable attorney's fees) arising from Contractor's failure to comply with the provisions in this Section. Neither Party shall have any right or authority to make any contract, sale or other agreement in the name of or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
10. **Student Information Privacy.** Contractor acknowledges that it may receive student records from CA in the course of providing services under this Agreement. As such, the Contractor and its agents and employees are designated as a "school official" under the Family Educational Rights and Privacy Act. All student-related records of CA and personally identifiable information contained in such records (collectively, "Student Records") shall be maintained by Contractor in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "FERPA") and other applicable laws pertinent to Student Records. Without limiting the foregoing, each Party agrees that: (i) it is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of Student Records; (ii) it shall not maintain, use, disclose, or allow access to Student Records except as permitted by FERPA, this Agreement, or as otherwise authorized by the other Party; and (iii) to the extent that a Party discloses Student Records to the other Party, the receiving Party's personnel shall use and shall have access to the information only for the purposes for which disclosure is made. Further, Contractor agrees that to the extent it rediscloses any Student Records to a subcontractor or other party (which it shall do only to the extent permitted by this Agreement), it shall require such subcontractor or third party to comply with the obligations of FERPA. Both parties agree to abide by all requirements outlined in the Student Data Sharing Agreement outlined in Exhibit C attached hereto, which is incorporated into this Agreement by reference.
11. **Transportation of Students Prohibited.** Contractor and its employees or agents are expressly prohibited from transporting students in personal or commercial vehicles at any time for any reason.
12. **Compliance with Federal Law; Non-Discrimination.** Each party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972,

the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Both parties agree not to discriminate in employment practices, and Contractor will render services under this Agreement, without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

13. **COVID-19 Precautions.** Contractor agrees that it will at all times abide by all applicable CA COVID-19 policies, a copy of which will be provided to Contractor upon execution of this Agreement.
14. **Insurance and Liability.**
 - a. Contractor shall obtain and maintain, for the term of this Agreement, the following insurance, against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with this Agreement.
 - i. *General Commercial Liability:* \$1,000,000.00 per occurrence; \$3,000,000 general aggregate; \$2,000,000 products/completed operations aggregate
 - ii. *Business Automobile Insurance* covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit
 - iii. *Workers' Compensation:* as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
 - iv. *Law Enforcement Liability Insurance:* \$1,000,000 each claim
 - v. *Excess or Umbrella coverage:* Limits of not less than \$3,000,000 which shall be excess over the general liability, automobile liability, and employer liability coverages
 - b. All companies providing insurance required by this Agreement shall be licensed to do business in Louisiana. Companies providing the required insurance must have a current A. M. Best rating of A- or better and an A.M. Best's Financial Size Category not less than VI
 - c. CA shall be named an Additional Insured under Contractor's General Commercial Liability policy and Business Automobile policy required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.
 - d. General Liability, Auto Liability, and Workers Compensation policies shall contain or be endorsed to include a provision under which Contractor's insurer agrees to waive all rights of subrogation against Collegiate Academies, its officers, directors, employees, and agents, for losses paid under the terms of the policy.
 - e. Contractor will provide CA with written notice at least 30 days prior to any non-renewal, cancellation, or material change in insurance which will result in their failing to comply with these insurance standards.
 - f. Contractor and CA agree that any insurance policy procured by Contractor that provides benefits or protection for CA shall be primary to any policies procured by CA that might provide protection or benefits to CA arising out of Contractors services.
15. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless CA, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by the negligence or willful act or omission by Contractor or Contractor's employees, officers, or agents in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the gross negligence or wanton and willful misconduct of CA, its agents or employees. In CA's sole discretion, Contractor may be allowed to control the defense of any such claim, demand, suit, etc, in which case Contractor shall use legal counsel acceptable to CA. Contractor shall not settle any claim, suit, etc. without CA's concurrence, which CA shall not unreasonably withhold. This section shall survive the termination or expiration of this Agreement.
16. **Notices.** All notices under this Agreement will be in writing and will reference this Agreement. Any notice required or permitted under this Agreement and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

CA:

Anaeus Missai
2625 Thalia St
New Orleans, LA 70113

Contractor:

With copy to:

General Counsel
2625 Thalia Street
New Orleans, LA 70113

Either Party may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

17. **Choice of Law and Venue.** This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Louisiana without regard to its conflicts of laws rules. Sole and exclusive jurisdiction and venue for any litigation or other adversarial proceeding between the parties that may be brought or arise out of or in connection with this Agreement shall be the state or federal courts in Orleans Parish, Louisiana.
18. **Amendments.** This Agreement may not be modified or amended except in writing signed or executed by authorized representatives of both Contractor and CA.
19. **Survival.** The mutual obligations described in Compensation and Billing Section 2, as well as the Indemnification clause in Section 16, shall survive the termination or expiration of the Agreement.
20. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. **Interpretation.** Both Parties shall be treated as having drafted this Agreement and neither Party shall be considered the drafter for purposes of any rules of construction or interpretation of this Agreement. The headings of each Section are for reference only and in no way affect the interpretation of this Agreement.
22. **No Waiver of Breach.** No act or omission on the part of either Party or its agents shall constitute a waiver of any breach by said Party of the conditions and covenants of this Agreement.
23. **Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
24. **Prohibition on Assignment.** No right or obligation under this Agreement may be assigned or transferred by either Party without the express written consent of the other Party, which consent shall be unreasonably withheld or delayed.
25. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
26. **Entire Agreement.** This Agreement, together with all attachments hereto, contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes all proposals and agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

COLLEGIATE ACADEMIES

By: _____

Name:

Title:

Address: 2625 Thalia St.
New Orleans, LA 70131

Date: _____

CONTRACTOR:

By: _____

Name:

Title:

Address: _____

Date: _____

Exhibit A - Scope of Services

Contractor will provide two (2) validly licensed, armed Security Officers to provide security services at the following locations:

- Abramson Sci Academy - 5552 Read Blvd, New Orleans, LA 70127
- George Washington Carver High School - 3059 Higgins Blvd, New Orleans, LA 70126
- Livingston Collegiate Academy - 7301 Dwyer Rd, New Orleans, LA 70126
- Opportunities Academy - 2625 Thalia St, New Orleans, LA 70113
- Rosenwald Collegiate Academy - 6501 Berkley Dr, New Orleans, LA 70131
- Collegiate Baton Rouge - 282 Lobdell Blvd, Baton Rouge, LA 70806

Services will be provided as follows:

- Monday-Friday when school is in session
 - One Officer from 7:30am to 4:00pm with one half-hour lunch break per day
 - One Officer from 10:00am to 6:30pm with one half-hour lunch break per day
- Hours of service may be extended with both parties' mutual agreement.

Contractor will furnish all equipment, labor, supervision, and supplies necessary for performance of the Services.

Exhibit B - Pricing and Payment of Schedule

In full consideration for services rendered, CA will pay to Contractor \$____ per officer per hour that services are provided in accordance with the schedule described in Exhibit A.

In the event the Parties mutually agree to additional services provided beyond the schedule described in Exhibit A, CA will pay Contractor at a rate of \$____ per officer per additional hour.

If Parties agree to renew this Agreement for subsequent terms beyond the Initial Term, the rate of payment will be subject to a 2% increase per year.

Exhibit C - Student Data Privacy and Sharing Agreement

Whereby, for the purposes of achieving its educational mission, Collegiate Academies ("CA") student information may be shared with _____ (hereafter referred to as "Receiving Party") and/or stored on computers operated and/or maintained by Receiving Party.

Because of the confidential nature of student information that may be shared, CA and Receiving Party agree to the following:

- Receiving Party agrees not to allow access to, release, or allow the release of student information to any person or entity except as specified in this agreement.
- Receiving Party agrees not to sell, transfer, share, or process any student information for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise permitted by this agreement, or by federal, state, and local law.
- Receiving Party agrees to create and maintain access and access authentication policies for its computer system that ensure only authorized individuals have access to student information. Authorized individuals include those authorized by CA and employees or agents of Receiving Party who require access to fulfill the intent of Receiving Party's agreement(s) with CA.
- Receiving Party agrees to comply by all Federal, State, and local laws and regulations related to privacy compliance standards.
- Receiving party agrees to provide the results of privacy and security audits on its computer systems that may be required by CA.
- Receiving Party agrees to put in place safeofficers on its computer systems against the breach of student information privacy. In the event of a breach of the privacy of student information, Receiving Party agrees to immediately alert CA and to work with CA to remediate said breach.
- Receiving Party agrees to retain and store student information as required by its agreement(s) with CA and to delete all student information from its computer systems upon termination of this agreement. All information removed from Receiving Party's servers upon termination of this agreement will be returned to CA.
- The parties agree that this attachment shall be subject to any and all terms and conditions of the Agreement, including, but not limited to, any "Indemnity" clauses.

END OF RFQ DOCUMENT