



Request for Proposal – Financial Audit Services

RFP Announcement:

Legacy of Excellence: DBA Benjamin Franklin
Elementary
1116 Jefferson Avenue
New Orleans, LA 70115

RFP Questions Due: April 19, 2024, at 5:00 pm
Questions directed to Kevin Cox VP of Finance
kcox@4thsectorsolutions.com

Proposal Submittal Deadline: April 26, 2024, at 5:00 pm
Dr. Robert Robinson
rrobinson@loenola.us
Legacy of Excellence
Schools
1116 Jefferson Avenue, New Orleans, LA 70115

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Administrative and General Information

Background:

Purpose: Legacy of Excellence seeks proposals from qualified Proposers interested in providing Financial Audit Services as described in this RFP.

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

Legacy of Excellence reserves the right to award service to a single provider or to multiple providers.

Contract Period: This RFP addresses the Contract Period July 1, 2024, through June 30, 2029. The contract has an option for renewal, by mutual agreement, with one-year extensions possible through June 30, 2032

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Proposal Authorities, Restrictions & Clauses

Legacy of Excellence Authorities and Options

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

Negative Assurances

- Legacy of Excellence cannot assure that the services will be awarded to any Proposer at any time.

Prohibitions

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

Proposer Responsibilities

- It is the Proposer's duty to inspect all submitted documents to assure completeness, legibility, etc.
- It is the Proposer's duty to understand the RFP; any misunderstanding is the responsibility of the Proposer; Legacy of Excellence has no obligation to correct, reject or question any portion of the proposal.
- Proposer must abide by all RFP requirements; the proposal may be rejected by Legacy of Excellence regardless of the type or significance of noncompliance.
- The forms furnished as part of the specifications MUST be used for filing of Request for Proposals and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the proposal document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

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

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Proposer Requirements

Overview: The Proposer should be aware that the intent of this contract is for Legacy of Excellence to hold the Proposer accountable for the reliable, efficient and production of Financial Audit Services. This document constitutes a request for sealed proposals from qualified audit firms.

- **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed offers from qualified firms to negotiate an agreement for Financial Audit Services for specified departments and functions as outlined herein.
- **BACKGROUND:** Legacy of Excellence Schools, Inc. is a non-profit organization in New Orleans, Louisiana that utilizes two (2) educational buildings on two (2) sites and has a student population of approximately 900. With the expectation of producing higher levels of service in an environment of decreasing resources, Legacy of Excellence Schools, Inc. foresees the necessity to maximize the value currently received from support service departments. To this end, it is desirable to seek the services of a professional specialized firm with Financial Audit Services expertise.
- **STATEMENT OF NEEDS:** Legacy of Excellence Schools, Inc. is requesting the following:
 - Annual financial audits of one Type 1 charter school in conformity with U.S. Generally Accepted Accounting Principles.
 - Agreed upon procedures as required by Louisiana Revised Statute 24:514
 - Audit of grants in accordance with Office of Management and Budget (OMB) circular A-133
 - Preparation and submission of Form 990 including Schedule A and any other forms required based on the organization’s activities
- **GOALS:** To complete the audit as required by the Louisiana Legislative State auditor and meet mandated timelines of the Local Education Agency (Orleans Parish School Board) for the Type 1 charter schools.

CONDITIONS AND PROPOSAL SUBMISSION

SCOPE OF AWARD: Award may be made to more than one firm if it is in the best interest of Legacy of Excellence Schools, Inc.

PROPOSAL REJECTION: Legacy of Excellence Schools, Inc. shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or in any way incomplete or irregular, including omission of cost and budget information. Conditional proposals will not be accepted.

CONTRACT AWARD: Award shall be made to the qualified firm whose proposal is determined to be the most advantageous when taking into consideration the evaluation factors set forth in the sections that follow, including overall long-term value to Legacy of Excellence Schools, Inc. Fees/pricing consideration will not be the sole determining factor. There is no obligation on the part of Legacy of Excellence Schools, Inc. to award a contract. Please see the procurement rubric below for more information on selection factors.

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CONTRACT TERM AND RENEWAL: Pending negotiation of final conditions, the successful firm shall be awarded a contract with a term of 1-5 years. The contract will include the option to renew for similar additional periods under the same terms and conditions, so long as they remain advisable and advantageous to Legacy of Excellence Schools, Inc.

QUALIFICATIONS: A contract will be awarded only to a qualified firm with proven experience to provide the full range of services specified. Legacy of Excellence Schools, Inc. may require submission of the following evidence of eligibility:

- Evidence that the firm is licensed by the appropriate government agency to perform the work specified.
- Experience record showing the firm’s training and experience in similar work.
- A listing of projects of similar size and/or complexity, which have been managed successfully.

ERRORS: Legacy of Excellence Schools, Inc. is not liable for any errors or misinterpretations made in responding to this proposal.

PROPOSAL SUBMISSION: One (1) original Proposal document and one digital copy on a USB drive. Please indicate with the response the name of the firm, contact person and contact information.

INQUIRIES: Legacy of Excellence Schools, Inc. will not give verbal answers to inquiries regarding the Request for Proposals, or verbal instructions prior to the award of a contract. A verbal statement regarding same by any person shall be non-binding. Legacy of Excellence Schools, Inc. is not liable for any increased costs resulting from the acceptance of verbal direction.

All inquiries must be in writing and addressed to Kevin Cox kcox@4thsectorsolutions.com.

Cost or problems associated with misinterpretation of the intent of Legacy of Excellence Schools, Inc. will be the responsibility of the proposing firm.

Anyone obtaining Request for Proposal documents from any other source must notify Legacy of Excellence Schools, Inc. of their name, address, telephone, and facsimile numbers in order to receive any addenda.

OPEN COMPETITION: Legacy of Excellence Schools, Inc. encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of Legacy of Excellence Schools, Inc. and to guarantee an economically sound solution. The signature on this proposal guarantees that the prices quoted have been established without collusion with other firms and without effort to preclude Legacy of Excellence Schools, Inc. from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of Legacy of Excellence Schools, Inc.

PREPARATION EXPENSE: All proposals submitted in response to this RFP must be submitted at the sole expense of the proposing firm, irrespective of the final decision of Legacy of Excellence Schools, Inc. as to contract award.

EMPLOYMENT: It is understood that all employees related to any RFP or contract with Legacy of Excellence Schools will be employees of the successful firm(s).

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NOTICE TO OFFEROR: Legacy of Excellence Schools, Inc. shall consider the intentional employment by the selected firm of unauthorized aliens in violation of U.S. immigration laws cause for unilateral cancellation of the contract resulting from this RFP.

PROPOSAL FORMAT: Proposals should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as necessary so that Legacy of Excellence Schools, Inc. may properly evaluate the capabilities of the firm to provide the required services. Each firm is required to submit completely the following items.

1. A complete response to the RFP, fully responsive as requested.
2. A minimum of three (3) clients for whom the firm is currently providing services of the same scope as outlined herein. Include the dates of service, the client name, address, and the name and telephone of the contract administrator.
3. Evidence of experience in providing services of the size and scope as described herein for at least a five year period.
4. As evidence of financial stability, please include the firm's last two annual audited financial statements.
5. As evidence of a support organization sufficient to deliver the proposed services, please include an organization chart and information demonstrating the organization that would support the firm's proposed program.
6. Please include any other pertinent information that demonstrates the firm's corporate capability to successfully perform the management services i.e., onboarding plan.
7. Please indicate and identify those capabilities and resources produced within the firm's organization as opposed to those to be acquired through the use of third party employees or subcontractors.
8. A schedule of proposed fees including the estimated total cost of the audit as well as the hourly billable rates for individuals expected to be assigned to the audit and the projected hours they are expected to work on the audit. It is understood the fee schedule is an estimate and may vary.

SELECTION: Selection shall be made of one firm deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Fee structure/pricing will be considered, but will be one among many determining factors. Legacy of Excellence Schools, Inc. may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous. Should Legacy of Excellence Schools, Inc. determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be awarded to that firm.

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Staffing: The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to Legacy of Excellence upon request. Please see Attachment B for detailed information on background check requirements. The Proposer will, at the request of the School Operations Manager/School Business Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site who, in the opinion of Legacy of Excellence, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any Legacy of Excellence site. The Proposer shall maintain adequate staffing at all times.

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

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

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

Insurance: Proposer must provide insurance coverage that will minimize Legacy of Excellence’s risk exposure:

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

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

1. _____: Award of Contract
2. _____: Deliver to Legacy of Excellence Schools board and management a complete scope of work and documents necessary to conduct the audit.
3. _____: Entrance conference
4. _____: Proposed dates and times for meetings with the Audit Committee of the Board
5. August 20, 2017: Proposer will share proposed schedule for conducting the audit, including;
 - Documents and materials to be produced by Legacy of Excellence necessary to perform the audit

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- Date the auditors will be on site for review
- 6. _____: Expected date audit will be complete in draft form
- 7. _____: Completed request for extension filing 990
- 8. _____: Completed audit with schedules and management letter
- 9. _____: Anticipated date 990 will be complete for review and sign off by management and the board
- 10. _____: Submission of the 990 to the IRS

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RFP Bid Process

Submission: The Proposer will submit the following by **TBD**:

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

Submission should be delivered by mail or by hand to:

Legacy of Excellence Schools
Attn: **Dr. Robert Robinson**
1116 Jefferson Avenue
New Orleans, LA 70115

Any questions regarding this RFP should be directed to Kevin Cox VP of Finance 4th Sector Solutions, at kcox@4thsectorsolutions.com. Questions will be answered via a document on the [RFP page of the Legacy of Excellence Schools website](#). An email, notifying the document has been posted and/or updated, will be set to all attendees of the mandatory pre-bid meeting.

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

Component	Scoring Scale	Evaluation Criteria
Proposal Quality	0-50 points	<p>Award of a purchase order or contract is based on the best value to Legacy of Excellence: quality, availability, delivery, specifications, terms, conditions, and fitness for the particular purpose.</p> <p>When a solicitation requires an oral presentation, submission of test samples, or inspection of facilities, these factors are part of the component evaluation.</p>
Price	<p>0-30 points for each (Price, Professional References & Company Financials)</p> <p>The highest score is 30 points; however, applicants failing to address a</p>	<p>Lowest bid(s) receive 30 points; Highest bid(s) receive 0 points; all other bids receive between 29 and 1 points.</p> <p>The total cost may include unit price, delivery and installation, and maintenance and cost of operation as defined in the solicitation. If there is a discrepancy between a unit price and its extension, the unit price will prevail.</p>
Professional References	<p>Component entirely will receive a score of zero.</p>	<p>Relevant professional experience.</p>

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Component	Scoring Scale	Evaluation Criteria
Company Financials		Three years of most recent audited company financials are requested. The audited financial reports will be reviewed to determine if the company has the financial capacity to perform the work outlined in the contract.
Headquartered in Orleans Parish	0-20 points each Applicant has provided verifiable evidence of component described by the Evaluation Criteria	Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State.
State & Local Disadvantaged Business Enterprise		A for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. As a certified DBE, a certificate issued by the City of New Orleans or other certifying agency must be provided with the submission
Executive Resumes	0-10 points for each Applicant can successfully demonstrate the Component as described by the Evaluation Criteria	Consideration is also given to the applicants' potential ability to perform successfully under the terms and conditions and their past performance record.
Community Involvement		Demonstrated organizational commitment to programs or public service initiatives serving the youth of New Orleans community relationships.
Innovation		Proposal demonstrates innovative means and methods.

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Proposal Requirements

1. Executive Summary (2 pages maximum)
2. Company Overview/Fiscal Responsibility Summary
 - a. Experience in the education industry in New Orleans (Pre-K through College)
 - b. Cost-Containment Strategy
 - c. Organization Chart
 - d. Resumes of Key Contributors (bios will not be sufficient)
3. Performance History & Preparedness for Legacy of Excellence
 - a. Proposer's current clients (minimum of 3) – more information can be found above
 - b. Summary of ability to take on the additional workload expected by the Proposer
4. Customer Service Proposal
 - a. Management/Supervision Structure
 - b. Plan for maintaining responsiveness/communication with Legacy of Excellence leadership team(s)
 - c. Contingency/Coverage plan for expected and unexpected absences or staff turnover
 - d. Other methods for ensuring high-quality customer service
5. Implementation/Transition Plan
6. Contact Information/Bid Authorization – Attachment C
7. Non Collusion Affidavit – Attachment D
8. Responsibility Disclosures – Attachment E
9. Legacy of Excellence Schools Contract Addendum (as an FYI, no action needed) – Attachment F
10. Checklist of Required Elements – Attachment G

END OF RFP NARRATIVE

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ATTACHMENT B
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Vendor Background Checks at Legacy of Excellence Schools

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

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

- LobbyGuard (See <http://lobbyguard.com/k-12-education-school-safety/>)
 - Sex Offender Registry
- Employment Research Services (ERS) online background check
 - 7-year Criminal History Search
 - Social Security Search (shows past addresses)
 - Child Abuse Search
 - Sex Offender Search

[Louisiana State Police Bureau of Criminal Identification and Information](#)

- State Criminal History Record
- Federal Criminal History Record- FBI Report
- National Criminal History Record

Background check results remain in effect for 3 years, with the vendor’s written agreement that the vendor will notify Legacy of Excellence 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 nolo contendere to any felony

Conviction or plea of no contest to any misdemeanor that indicates the individual may pose a threat to the integrity or safety of the school environment

Currently on probation for offenses that indicate the individual may pose a threat to the integrity or safety of the school environment will be further reviewed by HR

A pattern of criminal charges and arrests, even if they were dismissed, which cause concern that the individual may pose a threat to the integrity or safety of the school or school environment

Intentionally falsifying any information or documents submitted during the employment application process

Vendor Type	Background Check Required	Cost to Vendor
V0: No Student Contact , off-site vendors (e.g. works out of office and not in our schools)	<ul style="list-style-type: none"> • No background check required 	\$0
V1: Assisting- Provides services while a school employee is present, such as in a classroom or school office. Does not handle money and is never left alone with a student	<ul style="list-style-type: none"> • Must provide a state issued id to be scanned by LobbyGuard each time individual enters school building. 	\$0
V2: Limited authority- Vendor who is responsible for a group of children, but is always within eyesight of a school employee	<ul style="list-style-type: none"> • All of the above, and must be cleared by ERS online background check prior to 	\$30-70 depending on number of past zip codes

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and is never in direct or sole supervisory or decision-making authority over students.	working with our students (2-3 day process).	
V3: Authority- Vendor who will have unsupervised access to or authority over students. Ex: bus drivers, cafeteria workers, custodial staff, facilities maintenance staff.	<ul style="list-style-type: none"> All of the above and a fingerprint background check through the Louisiana State Police Bureau of Criminal Identification and Information. Must be cleared by ERS online background check prior to working with our students (2-3 day process). 	\$42.50 + cost of fingerprinting

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

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

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ATTACHMENT C

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CONTACT INFORMATION/BID AUTHORIZATION

Primary Contact Name	
Primary Contact Phone Number	
Primary Contact Email Address	
Company Legal Name	
Company Address	
Company Phone Number	
Company Website	
Year Company Founded	
Years Operating in New Orleans	
Number of Clients	
Number of Employees	
Certified SLDBE (yes/no) If YES, Year Certified	

By signing the box below I am submitting my bid for Financial Audit Services:

Authorized Representative Name	
Authorized Representative Signature	
Date of RFP Bid Submittal	

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ATTACHMENT D

**Non-Collusion
AFFIDAVIT**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared, _____, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____, to Jefferson Parish.

Affiant further said:

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

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____ DAY OF
_____, 20____.

NOTARY PUBLIC

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ATTACHMENT E

Responsibility Disclosures

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

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

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

2. 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.

3. 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

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Attachment F – Information Only

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

Legacy of Excellence Schools Contract Addendum

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

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

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

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

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

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

Vendor agrees that, as required by applicable state and federal law, auditors from state, federal, Legacy of Excellence Schools, or any other agencies so designated by Legacy of Excellence Schools, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and

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Legacy of Excellence Schools during normal working hours for this purpose.

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

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

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

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

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

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

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

Legacy of Excellence Schools, Inc.
Request for Proposal – Financial Audit Service

ATTACHMENT G
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CHECKLIST OF REQUIRED ELEMENTS

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

END OF RFP DOCUMENT