ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA

REQUEST FOR PROPOSALS
ON CHROMEBOOK SUPPORT & CASES

1. Written proposals will be received until 4:00 p.m. on Friday, April 8, 2022. All proposals shall be either hand delivered or sent by registered or certified mail, UPS or FedEx, with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly marked on the outside "REQUEST FOR PROPOSALS #147 - ON CHROMEBOOK SUPPORT AND CASES 2022 – APRIL 8, 2022". Proposals maybe submitted electronically at www.centralbidding.com All proposals arriving after the above date and hour will be returned unopened to the proposers.

2. The St. Tammany Parish School Board offices located at 321 N. Theard Street, Covington LA are currently closed to the public per Louisiana Governor's Proclamation Number JBE 2020-30. Sealed proposals will be received in the drop box on the south side of the School Board Offices (23rd Avenue side). The drop box will be checked at 4:00 p.m. on Friday, April 8, 2022. Proposals should be hand delivered or sent by registered or certified mail, UPS or FedEx to this drop box or submitted electronically.

3. An original, six (6) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be submitted. **The enclosed Proposal Information Form must be completed and signed by a company official duly authorized to sign proposals/ contracts. This form must be included in your proposal. Failure to comply will cause your bid to be non-responsive.** All costs associated with developing, preparing, copying, and participating in the proposal process are entirely the responsibility of the proposer. The St. Tammany Parish School Board will not in any way be responsible for any costs incurred by prospective proposers.

5. Proposals submitted will be evaluated by a committee consisting of at least three (3) members appointed by the St. Tammany Parish School Board Superintendent. During the evaluation process, the evaluators may, at their discretion, request any one or all firms/individuals to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the evaluators may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

6. The successful bidder must be authorized by the Secretary of State to do business in Louisiana pursuant to applicable law. Documentation of such authorization must be provided if requested by the St. Tammany Parish School Board.

7. The attached affidavit for compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act must be completed, notarized and returned with your proposal. Failure to comply will cause your bid to be non-responsive.

8. The attached Certification Regarding Debarment/Suspension, Certificate Regarding Lobbying, and Non-Collusion Statement must be completed, signed and returned with your bid. Failure to comply will cause your bid to be non-responsive. The successful proposer must adhere to the required attached Contract Provisions for Procurement Contracts, if applicable.

9. In accordance with Revised Statute 38:2237 A(9), the School Board may reject all proposals when it is deemed that such action is in the best interest of the School Board.

10. Questions pertaining to this Request for Proposal may be emailed to questions@stpsb.org until 4:00 PM on Friday, April 1, 2022.

11. Questions concerning RFP submittal may be directed to the Purchasing Department at purchasing@stpsb.org.

FRANK J. JABBIA
Superintendent

St. Tammany Parish Public Schools

Request for Proposal (RFP)

CHROMEBOOK SUPPORT
AND CASES 2022

1.1 Introduction

St. Tammany Parish Public School Board (STPSB) is requesting proposals for Chromebook Extended Warranty and Accidental Damage Protection. Please provide an expiration date for your pricing if there is one. Our objective is to purchase support and cases for new and existing Chromebooks, with the option to purchase the same support and cases for additional Chromebooks as necessary. The award of this RFP will not necessarily go to just one vendor; however, it is the preference of STPSB to purchase the support and cases from one vendor. Vendors may submit pricing from more than one manufacturer.

1.2 Instructions to Vendors

It is requested that vendors keep their responses concise and to the point, while still providing a complete response to the request. **The following enclosed forms must be completed and returned with your proposal:**

1. Proposal Information Form- (**must be signed by a company official duly authorized to sign proposals/contracts**) (see page 8)

2. Affidavit for Compliance- (**must be completed and notarized**) (see page 9)

3. Certification Regarding Lobbying, Non-Collusion Statement & Certification Regarding Debarment/Suspension- (**must be completed and signed**) (see pages 10 - 13)

NOTE: The successful proposer must adhere to the required Contract Provisions for Procurement Contracts, if applicable. (see 14 – 17)

The selection committee will review each response in relation to the evaluation criteria listed in this request for proposals (RFP). **Proposals submitted without the above forms will be considered "non-responsive."**

Questions concerning this RFP may be emailed to:

St. Tammany Parish School Board
Subject Line: CHROMEBOOK SUPPORT AND CASES 2022
questions@stpsb.org

Questions will be accepted until 4:00 PM on Friday, April 1, 2022.

Questions concerning RFP submittal may be directed to the Purchasing Department at purchasing@stpsb.org.

St. Tammany Parish School Board must receive and stamp at the address below an original, six (6) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the response document by 4:00 PM on Friday April 8, 2022. Any proposals submitted after that time will be disqualified and returned unopened.

All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside:

REQUEST FOR PROPOSALS ON RFP#147 – CHROMEBOOK SUPPORT AND CASES 2022

Delivered to: St. Tammany Parish School Board
Attn: Purchasing Department
RFP#147 – Chromebook Support and Cases 2022
321 N Theard Street
Covington, LA 70433

1.3 General Requirements

INDEMNIFICATION AND INSTITUTION REQUIREMENTS: The successful vendor shall agree to indemnify St. Tammany Parish Schools, its Board, its officers and employees against loss or damage (including reasonable attorney's fees and other costs of litigation) caused by the successful vendor's negligent acts or omissions or the negligent acts or omissions of the successful vendor's agents or employees. The successful vendor shall agree to defend any suit against St. Tammany Parish Schools alleging injuries or damages arising out of the service provided; provided, however, that nothing contained therein shall require the successful vendor to defend or indemnify St. Tammany Parish Schools for injuries or damages arising out of the negligence of St. Tammany Parish Schools, its agents, or employees.

CONTRACT LAW: Any contract and /or purchase order(s) resulting from this RFP will be subject to the laws of the State of Louisiana and all other applicable statutes. The Vendor must consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, and waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court, in connection with any proposal. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s) and the vendor's response to this request for proposal.

CONTRACT ASSIGNMENT: No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the solution may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of St. Tammany Parish Schools. If approved all responsibilities rest with the primary hardware/software vendor, and the vendor is required to manage the project installation through to completion. The vendor must provide details on the use of any/all approved subcontractors.

VENDOR EXPENSE: STPSB will not be responsible for any expenses incurred by any vendor in the development of a response to this request including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to STPSB or its representatives. Further, STPSB shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if STPSB has formally accepted a recommendation.

1.4 Proposal Format

In order to facilitate the analysis of responses to this request, vendors are required to prepare their proposals in accordance with the instructions outlined in this request. Each vendor is required to submit a proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of STPSB.

Proposals should be prepared as simply as possible and provide straightforward responsive information. Expensive bindings, promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled.

The proposal should be organized into the following major sections:

Executive Summary (Section 1): Provide a brief narrative summarizing your company's ability to meet the requirements of this RFP. Please note that the executive summary should include contact information with a valid e-mail address and telephone number.

Company Profile (Section 2): Describe your company. Including but not limited to, years in business, general markets serviced, and any distinction of your company relating to the school computing marketplace. Also, include a listing of installations at entities similar to STPSB by name and state. The number of customers, distinguished by type if relevant, should also be included. Any material (including letters of support or endorsement from clients) indicative of the vendor's capabilities are also encouraged. Provide evidence that the vendor is a corporation; is in good standing and qualified to conduct business in Louisiana. Please include copies of business licenses and other credentials with relevance to this request.

References (Section 3): Include three (3) references of clients similar to St. Tammany Parish School System who are using the protection plan that you are proposing and the year it was installed/implemented. School district(s) in Louisiana are of particular interest. Please provide the name, address, telephone number, contact name and contact title.

Product Information (Section 4): Provide detailed information for the proposed Chromebook Support and Cases for the following Chromebooks:

Chromebook Model	**Sample Service Tag/Serial Number**	**Standard Warranty Expiration Date**	**Quantity**
Dell 11 3100	134S353	April 3, 2023	1202
Dell 11 3100 2-in-1	15QZ693	December 23, 2022	4677
HP Chromebook 14G6, 1A716UT	5CD106JLFJ	December 1, 2022	100
Future Chromebook Purchases			

The proposal must meet or exceed the following specifications:

- Extension of existing standard warranty

- Accidental damage support
    - Premium quality repair or replacement (of device if beyond repair)
    - 24-hour claim support via phone and online portal
    - NO deductible
    - Complimentary pick-up and drop-off or NO shipping costs in depot model
    - Summer refresh of all devices under plan within service area
    - Guarantee on repair services for the lifetime of the Chromebook
    - Accidental Damage from handling
    - Repair of damaged or defective buttons or connectivity ports
    - Repair of defective screens
    - Repair of damage caused by power surge
    - Repair of damage caused by dust, internal overheating, internal humidity and/or condensation
- Cases
    - Dell 3100 and Dell 3100 2-in-1 Chromebook Case, such as Maxcase 11.6 Shell, MXNDLESS3100CBY
    - HP Chromebook 14G6, such as Maxcase Extreme Shell-S for G6 EE 14in, MXNHPESSG6EE14B

Response Time (Section 5): Describe the anticipated response time from receipt of the Chromebook to when the Chromebook is serviced and returned to St. Tammany Parish School Board. Please include any current and/or on going part constraints that you are aware of.

On-going Support Services (Section 6): Describe the warranty and support that you submit along with the cost of warranty for each unit with one, two, three and four year warranties.

Terms and Conditions (Section 7): Please provide us a copy of your standard agreement or contract, warranty information and any exceptions to the request in MS Word format. All firms submitting proposals must submit the most competitive proposal possible.

STPSB reserves the right to reject any proposal. STPSB reserves the right to reconsider any proposal submitted at any phase of the procurement. STPSB also reserves the right to meet with select vendors at any time to gather additional information. Furthermore, STPSB reserves the right to delete or add functionality until the final contract signing.

All third party hardware/software solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.

STPSB does not claim to have included every possible necessary piece of equipment or software. The vendors are obligated to inform STPSB of, and include in the response, any components that may be not be requested but are necessary for a successful complete solution.

Cost Quotation (Section 8): Please provide a complete cost summary along with the breakdown pricing. To include maintenance, warranty, support, shipping and any quantity discounts. Response quote should list individual costs as it is a possibility of only being awarded one item.

1.5 Evaluation Criteria

EVALUATION CRITERIA	POINTS
Support/Accidental Damage	20
Response Time	10
References	10
Case	20
Cost	40
Total	100

VENDOR CHECKLIST

Please review this checklist to ensure that you have properly followed the instructions. Many proposals are rejected because the respondent simply failed to comply with the required preparation and submission requirements.

_____ Have you performed a final review of your response to ensure you have included all required documentation?

_____ Have you verified all amounts to ensure that they are complete and accurate?

_____ Is your envelope properly marked? See page 2 - 3 of the RFP for further details.

_____ Have you included an original, six (6) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.)?

_____ Have you included copies of your company's business license(s) and other credentials with relevance to this request?

_____ Have you completed and signed the enclosed Proposal Information Form? This is a required form and must be submitted with your proposal. Proposals submitted without this form will be considered "non-responsive" and will not be evaluated.

_____ Have you completed, signed and enclosed the Certification Regarding Lobbying, Non-Collusion Statement & Certification Regarding Debarment/Suspension. Proposals submitted without these forms will be considered "non-responsive" and will not be evaluated.

_____ Did you complete the enclosed affidavit? This affidavit must be completed, notarized and submitted with your proposal. Proposals submitted without this affidavit will be considered "non-responsive" and will not be evaluated.

PROPOSAL INFORMATION FORM

DATE: _____

COMPANY: _____
Legal Name of Agency Submitting Proposal

COMPANY ADDRESS: _____

_____

_____

_____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____
Company Official (Duly authorized to sign proposals/contracts)

_____
Typed or Printed Name & Title of Company Official

NOTE: THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH YOUR PROPOSAL.

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

_____,

Who, after being duly sworn, did state and affirm the following:

1. That he/she is employed by _____ (**Vendor Name**) in the position of _____;
2. That _____ (**Vendor Name**) has submitted a Response to Request for Proposal_____ (**Number/Title of RFP**) from the St. Tammany Parish School Board; and
3. That any and all telecommunications and video surveillance equipment to be purchased in connection with the Response to Request for Proposal _____ (**Number/Title of RFP**), if awarded to _____ (**Vendor Name**), is and/or will be from a manufacturer that is in compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED
before me, Notary Public, this _____
day of _____, 2022.

Signature: _____

Printed Name: _____

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS EXCEEDING $100,000 IN FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name and Address of Vendor

_____

Title of Submitting Official

By_____

(Signature of Official (Executive Director) Authorized to Sign Application)

_____

Date

NON-COLLUSION STATEMENT

The Antitrust Division of the United States Department of Justice seeks to prevent collusion, expose monopolies, and preserve competition in public purchasing. Collusion occurs when providers of the same goods or services get together and agree to fix or set prices. In procurement, it is the most commonly known as "price-fixing" or "bid-rigging."

Vendors, by submitting this signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Louisiana or United States law.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any unlawful act of collusion, no attempt has been made to induce any other person or vendor to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above stated statement is accurate under penalty of perjury.

Name of Firm _____

Complete Address of Firm _____

_____

Telephone Number _____

Signature of Authorized Representative _____

Typed Name of Authorized Representative _____

Title of Authorized Representative _____

Date _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, subpart c- Responsibilities of Participants. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566). Copies of the regulations may be obtained by contacting the Department of Agriculture.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

INSTRUCTIONS TO BIDDERS FOR COMPLETING CERTIFICATION FORM

NOTE: Each responsive bidder must include this certification statement with its bid on each contract equaling or exceeding $25,000 or any contract for audit services regardless of amount.

By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7 CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ST. TAMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA

REQUIRED CONTRACT PROVISIONS
FOR PROCUREMENT CONTRACTS

Contractors must adhere to the following contract provisions below, if applicable

Environmental Protection-

- Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- Contractor agrees to report each violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

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

Debarment and Suspension Certification (Executive Orders 12549 and 12689) –

- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

- SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- By signing and submitting any bid or proposal for $25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in "audit requirements in subpart F of the Office of Management and Budget's Uniform Administrative requirements, cost principles, and audit requirements for federal awards"

Lobbying Certification Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended)

Contractors must adhere to:

- Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

- Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Required Certification: If applicable, contractors must sign and submit to the St. Tammany Parish School Board the following certification.

- APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Procurement of recovered materials-

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

The requirements of Section 6002 include:

- procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds $10,000** or the value of the quantity acquired by the preceding fiscal year exceeded $10,000

- procuring solid waste management services in a manner that maximizes energy and resource recovery; and

- establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

Rights to Inventions Made Under a Contract or Agreement –

- If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Davis-Bacon Act (40 U.S.C. 3141-3148) -

In accordance with the statute, Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable:

- Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- In addition, contractors must be required to pay wages not less than once a week.

Copeland Anti-Kickback Act (40 U.S.C. 3145)

In accordance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations at 29 C.F.R. Part 3:

- Contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) -

During the performance of this contract, the contractor agrees as follows:

- Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

- Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Other Contract Provisions, if applicable:

During the performance of this contract, the contractor agrees as follows:

1. The vendor shall comply with the following civil rights laws, as amended:
   - Title VI of the Civil Rights Act of 1964
   - Title IX of the Education Amendments of 1972;
   - Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975;

Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended:

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

- Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any Contract entered into as a result of this Agreement.

2. Awarded Vendors must maintain all required books, records and other documents relative to the award of the contract for three (3) years after final payment. If any audit findings have not been resolved, the records shall be maintained as long as required until the audit is closed.

3. Access must be granted to duly authorized representatives of the St. Tammany Parish School Board, the Comptroller General of the U.S., Louisiana State Legislative Auditor or any other applicable government agency or authority to any books, documents, papers and records of the contractor with are directly pertinent to all negotiated contracts.

4. The contractor hereby recognizes the mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

5. St. Tammany Parish School Board and Contractor agrees to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are used when possible. (2 CFR Part 200.321)

Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at **(800) 877-8339**. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be found online at: https://www.ocio.usda.gov/document/ad-3027, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call **(866) 632-9992**. Submit your completed form or letter to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(202) 690-7442; or

email:
program.intake@usda.gov

This institution is an equal opportunity provider.