

**ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA**

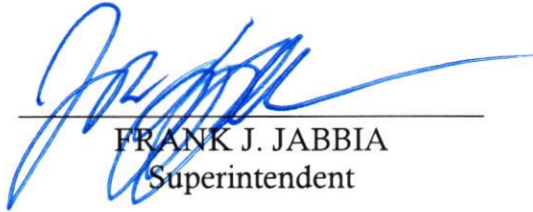
The St. Tammany Parish School Board will receive sealed bids until 2:00 p.m., Thursday, December 15, 2022, for Assistive Devices and Adaptive Physical Therapy Catalog Bid in accordance with the following instructions, attached specifications and bid form(s).

1. **Bids shall be submitted on the attached bid form.** Bids shall be sealed in an envelope clearly marked on the outside **“ASSISTIVE DEVICES AND ADAPTIVE PHYSICAL THERAPY CATALOG BID #1818 – DECEMBER 15, 2022.”** Bids may not be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.
2. All bids shall be received by the St. Tammany Parish School Board Office (STPSB) located at 321 N. Theard Street, Covington, LA 70433 by one of the methods below. Any bids arriving after this date and time or not in the proper location or format will be deemed non-responsive and not considered.
3. Bids may be sent via registered or certified mail, UPS or FedEx with a return receipt requested, hand delivered, or submitted electronically.
4. Alternatively, bids may be submitted electronically at www.centralbidding.com.
5. You may find related bid materials including detailed specifications necessary to complete your bid at www.centralbidding.com and/or www.stpsb.org/bids.
6. All bids shall be accompanied by a bid security in the form of a valid fully executed bid bond, certified check, cashier's check or money order in the amount of five hundred dollars (\$500.00). Bids will not be considered unless the correct bid security is attached.
7. **If submitting a bid electronically, then bid security must be in the form of an original, valid fully executed bid bond and be included in your bid submittal.** The STPSB must be able to verify the validity of the bond within 72 hours. If bonding company cannot validate within this timeframe, bid may be awarded to next lowest responsive bidder. Cashier's check, certified check or money order will not be accepted for an electronic bid. **Failure to comply will cause your bid to be non-responsive.**
8. Prices on this bid must be valid through, at a minimum, December 31, 2023. Bids may be extended for up to three additional one-year terms if both parties agree to do so.
9. All shipments shall be Freight on Board (FOB) Destination. The STPSB will not be responsible for items lost or damaged in transit or additional shipping and/or freight charges.
10. Shall include any and all fees including; inside delivery charges, unpacking, setup,

professional assembly on site or prior to delivery to manufacturers standards and installation by a certified technician (ATP), individual custom fitting as needed upon the therapist's request, maintenance and repair as covered by manufacturer warranty to Harrison Curriculum Center located at 706 W. 28th Avenue, Covington, LA 70433.

11. Details of warranty shall be stated as part of your bid. Warranty and service work must be performed by certified professional on-site at Harrison Curriculum Center located at 706 W. 28th Avenue, Covington LA 70433.
12. Cash discounts, if offered, will be taken into consideration in determining the low bidder. DISCOUNTS LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD. Beginning date for discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs last.
13. Sales tax IS NOT to be included in your bid price. St. Tammany Parish School Board is exempt from sales tax as provided by LA R.S. 47:301 (8). Sales tax exemption only applies to purchases between St. Tammany Parish School Board and the contractor/vendor. Sales tax exemption does not apply to purchases made directly by the contractor/vendor to other companies on behalf of the school board. Those purchases are not sales tax exempt.
14. Federal funds may be used to make purchases from this bid. As such, ATTACHMENT A "Contract Provisions for Procurement Contracts" will be applicable and shall be considered part of the bid documents.
15. The following attached forms must be completed and returned with your bid: ATTACHMENT B "Certification Regarding Debarment/Suspension," ATTACHMENT C "Certificate Regarding Lobbying, Disclosure of Lobbying Activities" and ATTACHMENT D "Non-Collusion Statement." **Failure to comply will cause your bid to be non-responsive.**
16. Successful bidder 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 to any Federal Court, in connection with any proposal or bid.
17. All bids must be submitted on the BID FORM furnished herein. Bidder shall indicate a percent discount (if any), shipping prices and/or handling terms or additional fees, list any items that are excluded from discount and/or shipping and handling on bid form. Bidder can submit additional document(s) if deemed necessary.
18. It is the intent of the specifications to invite bids on high quality merchandise. Mentioning a brand, manufacturer, and number is done only to establish the standard of quality desired. It is not the intent to eliminate brands of equal quality but instead to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired.

19. The School Board reserves the right to select a higher priced item where, in the judgment of the School Board, such item is of superior quality or design or would be more suitable for the purpose intended.
20. The School Board further reserves the right to adjust quantities by increasing or decreasing and to reject any and all bids.
21. In accordance with LA Revised Statute 38:2252, "Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state." As bidder you must indicate on your bid response that you are claiming a preference.
22. Bid opening will be available for public observation at the St Tammany Parish School Board Office located at 321 N. Theard Street Covington, La 70433 at 2:00 PM Central Standard Time (CST) on December 15, 2022.
23. Questions regarding this bid will be accepted until Friday, December 9, 2022 at 2:00 PM Central Standard Time (CST) via email at purchasing@stpsb.org.



FRANK J. JABBIA
Superintendent

**ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA**

**SPECIFICATIONS AND BID FORM FOR
ASSISTIVE DEVICES AND ADAPTIVE PHYSICAL THERAPY
EQUIPMENT CATALOG BID**

The intent of this Catalog Bid is to provide our district with the option of buying any item included in your catalogs. Items must include professional assembly and setup by a certified technician with on-site installation when deemed appropriate by the St. Tammany Parish School Board (STPSB). Devices, equipment and products will be ordered as needed by issuance of purchase orders upon awarded bid through December 31, 2023, unless otherwise terminated or extended pursuant to the conditions stated herein. **All bid terms shall be guaranteed through this date.**

Assistive Devices and Adaptive Physical Therapy Equipment includes, but not be limited to the following items:

- a. Adaptive Seating
 - b. Assistive devices
 - c. Stenders
 - d. Wheelchairs
 - e. Strollers
 - f. Transportation
 - g. Positioning equipment: (bolsters, wedges, floor mats, therapy benches)
 - h. Accessories: (gait belts, hangers collars, danmar helmets)
 - i. Changing tables
-
1. Bidders must include a copy of your current print catalog or instructions on how to locate and access your e-catalog with this bid. Any hard copy submitted shall be clearly marked with the bid solicitation #1818. **If your current catalog expires prior to December 31, 2023, you may offer a bid on both your current catalog(s) and your new catalog(s) by showing the discount offered and cost of delivery for both, through December 31, 2023. Failure to submit a catalog with the bid or an electronic link for an on-line catalog will be reason to reject the bid.**
 2. Successful bidder shall guarantee the prices in the current catalog submitted with their bid and the discount offered will remain firm through, at a minimum, December 31, 2023 or other specified date beyond December 31, 2023. (Even when new issue catalogs result in a price change from the previous catalog, the percentage discount must remain firm for the entire contract period.) Bids may be extended for up to three (3) additional one-year terms if both parties agree to do so.
 3. If submitting an online catalog/e-catalog, detailed and easy to follow instructions on how to access your website and catalog must be included with your bid. Provide specific detailed information on how discounts are offered, pricing of items (i.e. guaranteed, increased, special,

etc.) shipping/freight. If bidder is submitting an online catalog/e-catalog, bidder must have a proven mechanism to lock in pricing at the time of quote/cart. Quotes may also be obtained from a designated representative as long as pricing may be verified to the catalog and quote reflects discount terms of the awarded bid.

4. All bids must be submitted on the BID FORM furnished herein. Bidders are cautioned to complete all pertinent information required on the BID FORM. Failure to fill in blanks on the BID FORM and/or failure to provide all information may cause your bid to be non-responsive and rejected.
5. Bid price shall include any and all fees including; inside delivery charges, unpacking, setup, professional assembly to manufacturers standards and installation by a certified technician (ATP) either on site or prior to delivery, individual custom fitting as needed upon the therapist's request, maintenance and repair as covered by manufacturer's warranty to Harrison Curriculum Center located at 706 @ 28th Avenue Covington, LA 70433.
6. Bid shall be awarded to the vendor(s) who offer the best value to the STPSB. The STPSB reserves the right to award to multiple bidders, bid(s) with the best value will be given preference. The STPSB reserves the right to request a demonstration of a bidder's online system, if applicable, prior to awarding.
7. Successful bidder shall agree to immediately upon award commence distribution of (2) sets of current catalogs to each site; Central Office Attn: Purchasing Dept located at 321 N. Theard Street Covington, LA 70433; Harrison Curriculum Center located at 706 W. 28th Avenue Covington, LA 70433; and Slidell Pupil Appraisal located at 224 Brakefield Street Slidell, LA 70458. Each catalog shall have the discounted terms placed on the outside of the catalog prior to delivery.
8. The STPSB will prepare purchase orders listing items required. Delivery of merchandise ordered by Purchase Orders should be delivered within ninety (90) days from the date of the purchase order. The receiving site shall be contacted immediately regarding **back ordered, discontinued and/or unavailable items**. Item(s) known to be discontinued and/or unavailable shall be noted on original invoice and canceled. **Substitutions will not be allowed.**
9. All shipments shall be Freight on Board (FOB) Destination. The STPSB will not be responsible for items lost or damaged in transit or additional shipping and/or freight charges than in the bid terms and on the quote or purchase order.
10. Successful bidder(s) will be required to mark all shipments/deliveries with the purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment listing the purchase order number, stock/item number and description of each item and the quantity ordered.

11. Successful bidder(s) shall ensure that all items that are “drop-shipped” are also properly marked and include the required packing slip with the same requested information along with the successful bidder’s name.
12. Successful bidder(s) must maintain designated account representative to assist with orders, assembly, installation, billing, shipping, incorrect pricing, operations, etc. If representative vacates their position, successful bidder(s) must assign a new representative and notify the STPSB in writing at purchasing@stpsb.org within fifteen (15) days of change.
13. Invoice(s) must be those of the successful bidder and must show the purchase order number, complete unit description, quantity ordered, quantity delivered, quantity billed for, unit price and total amount along with any discontinued and/or unavailable items. Items being invoiced must match the purchase order. (i.e. unit/item description, quantity delivered, quantity ordered, unit price)
14. **Credits must be applied to original invoice and purchase order must be referenced.**
15. Invoice(s) shall be submitted to the St. Tammany Parish School Board, Accounts Payable Department, 321 North Theard Street, Covington, LA 70433 OR invoices may be emailed to Accounts.Payable@stpsb.org.
16. Termination of Contract for Cause include but are not limited to; failure to deliver properly assembled and installed device, equipment or products within the time specified in the bid, damaged or incorrect delivery of products, repeated issues with billing, incorrect pricing, shipping, applying credits to the correct invoice(s) and/or fails to perform in accordance with bid instructions/specifications, will constitute a default and may cause cancellation of the contract. Repeated or significant issues, as stated above, will result in STPSB cancelling contract with the successful bidder forfeiting their Performance Bond.

NOTE:

Vendor’s current catalog is required with this bid **or** detailed instructions on how to locate and/or access your e-catalog.

Each bidder is required to enclose either one (1) copy of each current published catalog or an electronic link for an on-line catalog or descriptive price list with bid. Bidder may submit additional documentation, if needed.

BID FORM

- a. _____ % Discount off catalog list price.
- b. Name of catalog(s) _____ submitted with bid.
- c. Minimum purchase, if any, required for free freight / shipping & handling:
\$ _____
- d. Freight / S&H charge (flat fee or % of total) if minimum not met or free shipping is not offered:
_____ % or \$ _____
- e. Effective Date _____ Expiration Date _____ catalog submitted.
If catalog submitted with this bid expires, how will discount be applied to orders placed after catalog expiration, i.e. will discount be applied to a new catalog? _____
- f. Website address to access electronic or online catalog: _____
Special online instructions: _____
- g. Please list any items that are excluded from the discount and/or S&H:

- g. Additional fees (if applicable)
On-site Assembly Fee: \$ _____ or _____ %
Prior to Delivery Assembly Fee: \$ _____ or _____ %
Other Fees: \$ _____ or _____ %
- h. Please list additional terms, offers, conditions, exclusions if any, not listed above:

- i. Warranty Information: _____

Name of designated account representative, phone number and email address of who would be handling awarded contract if different than below.

BID SUBMITTED BY:

Legal Name of Company

Date of Bid

Mailing Address of Company

Discount (If Applicable)

City, State, Zip Code

Typed/Printed Name of Representative

Telephone Number

Signature of Representative Duly
Authorized to Sign Bids

Email of Representative

**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 LOBYING

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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center @ (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be found online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf> from any USDA office, by calling (866) 632-9922, or write a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

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

2. fax: [\(202\) 690-7442](tel:(202)690-7442);

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

DEBARMENT AND SUSPENSION CERTIFICATION FORM
(REQUIRED)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180. The regulations were published in the November 26, 2003, Federal Register (pages 66534-66566).

(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.

1. 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.
2. 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.
3. 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.
4. 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 in accordance with the OMB guidelines of 2 CFR 180 that implement Executive Order 12549 and 12689. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See attached for public burden disclosure)

1. Type of Federal Action: (enter letter of choice) <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: (enter letter of choice) <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			6. Federal Program Name/Description: _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: <u>Michael Kluger</u> Print Name: <u>Michael Kluger</u> Title: <u>Sales Director</u> Telephone No.: _____ Date: <u>9/5/21</u>	
Federal Use Only				Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Not Applicable -No Lobbying

Office of Chief Financial Officer, USDA

Pt. 3018, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; contract, grant, or loan award number; application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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
