

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

**REQUEST FOR PROPOSALS
ON A CRISIS INTERVENTION PROGRAM &
BEHAVIOR MANAGEMENT TRAINING**

1. Written proposals will be received until 4:00 p.m. on Monday, June 19, 2023. 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 #172 ON A CRISIS INTERVENTION PROGRAM & BEHAVIOR MANAGEMENT TRAINING – JUNE 19, 2023". All proposals arriving after the above date and hour will be returned unopened to the proposers.
2. Proposals may also be submitted electronically. Find proposal related materials and submit electronic responses at www.centralbidding.com.
3. 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.
4. 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.** 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. Federal funds may be used to make purchases from this RFP. As such, Contract Provisions for Procurement Contracts (Attachment A) will be applicable and shall be considered part of the proposal documents.
6. The attached Affidavit of Compliance (Attachment B) with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act **must be completed, notarized, and returned with your proposal.**

7. The attached Certification Regarding Lobbying (Attachment C), Debarment and Suspension Certification Form (Attachment D), and Non-Collusion Statement (Attachment E), must be completed and signed by an authorized company official. All attachments, **C-E, must be fully executed and included with your submittal.** Failure to comply with this requirement will cause your proposal to be deemed non-responsive.
8. 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.
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 will be accepted by email to kerri.soo@stpsb.org until 4:00 PM on Monday, June 12, 2023.
11. For questions concerning RFP submittal can be emailed to purchasing@stpsb.org.



FRANK J. JABBIA
Superintendent



St. Tammany Parish School Board

Request for Proposal (RFP)

**CRISIS INTERVENTION PROGRAM AND
BEHAVIOR MANAGEMENT TRAINING**

General Information to Vendors

Introduction

The St. Tammany Parish School Board (“STPSB”) is interested in a crisis intervention program that provides both verbal and nonverbal intervention techniques to de-escalate disruptive and challenging behaviors of students and physical intervention techniques that focus on the safety of both the staff and student in both the school setting and on the school bus. The program should provide a focus on prevention and decreasing physical intervention but also provide instruction on physical intervention techniques. It should include training from the provider of selected STPSB staff through an instructor training model. The program should have multiple curriculum options to use for the varied needs of St. Tammany Parish School Board, including specific approaches and strategies for students with Autism Spectrum Disorder.

Pricing submitted for this proposal will be valid for a two-year period starting July 1, 2023 through June 30, 2025, with an option to extend pricing for one (1) additional year if both parties agree to do so.

Instructions to Vendors

It is requested vendors keep their responses concise and to the point while still providing a complete response to the request. The selection committee will review each response in relation to the evaluation criteria listed in this Request for Proposal (RFP).

The enclosed Proposal Information Form must be completed and signed by a company official duly authorized to sign proposals/contracts.

Federal funds may be used to make purchases from this RFP. As such, Contract Provisions for Procurement Contracts (Attachment A) will be applicable and shall be considered part of the proposal documents.

The attached Affidavit of Compliance (Attachment B) with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act must be completed, notarized, and returned with your proposal.

The attached Certification Regarding Lobbying (Attachment C), Debarment and Suspension Certification Form (Attachment D), and Non-Collusion Statement (Attachment E), must be completed and signed by an authorized company official.

All attachments, B-E, must be fully executed and included with your submittal. Failure to comply with this requirement will cause your proposal to be deemed non-responsive.

Questions will be accepted by email to kerri.soo@stpsb.org until 4:00 PM on Monday, June 12, 2023.

Please include a contact name, mailing address, email address and telephone number in your response. **EMAIL SUBJECT LINE SHOULD STATE RFP #172 – CRISIS INTERVENTION PROGRAM & MGMT. TRAINING.**

For questions concerning RFP submittal, email the Purchasing Department @ purchasing@stpsb.org.

All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside: **REQUEST FOR PROPOSALS ON A CRISIS INTERVENTION PROGRAM & BEHAVIOR MGMT. TRAINING**

Proposals shall be received by 4:00 PM on Monday, June 19, 2023 in one of the following methods:

1. An original, six (6) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be either hand delivered or sent via registered or certified mail, UPS or FedEx with a return receipt requested to:

St. Tammany Parish School Board
Attn: Purchasing Department
RFP# 172 – Crisis Intervention Program & Behavior Training
321 N. Theard Street
Covington, LA 70433

OR

2. Proposals may be submitted electronically at www.centralbidding.com. If submitting electronically, the original fully executed Affidavit (ATTACHMENT C), shall be received at the above address by 4:00 PM on Monday, June 26, 2023.

Any proposals submitted after that date/time will be disqualified and returned unopened.

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), addendum 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.

It is understood that the vendor and their representatives shall follow all applicable school district regulations while on School Board property, including no smoking, no weapons, and drug free policies. All vendors and their representatives must check in with office personnel prior to any on-site work. All vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with the vendor's logo clearly visible. All vendor personnel shall submit to a background check.

NOTE: In accordance with La. R.S. § 42:1267 3(a)(b), successful proposer with access to STPSB Information Technology assets will be required to complete a cybersecurity training provided by STPSB during the term of the contract, annually and during any renewal periods.

Vendor Expense

STPSB will not be responsible for any expenses incurred by a 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 the School Board or its representatives.

Further, STPSB reserves 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.

Financing

The vendor shall provide a contract, which includes this Request for Proposal (RFP) and vendor response, to STPSB. The contract will include complete pricing. If for any reason STPSB should lose funding from any source, including approval of the funding budget by the STPSB, STPSB is only responsible for the purchase orders processed up to the time of the funding loss.

Notice

All documents submitted to the St. Tammany Parish School Board are subject to Louisiana Public Records Law, R.S. 44:1 et seq., and may be released when public records requests are made by any interested party. If proposer deems any document submitted with this RFP confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under LA RS 44:3.2, 44:4 or 44:4.1, or other provisions of law, the proposer shall clearly mark the documents **CONFIDENTIAL** prior to submission to the STPSB. Proposer shall clearly and boldly note the cover sheet in bold type specifying the pages and clearly mark each page which are considered restricted in accordance with LA law. Proposers self-declaration of confidential, trade secret or proprietary does not automatically protect data from being released.

STPSB Profile

The St. Tammany Parish School Board consists of 55 schools and approximately 13 support facilities. Special Education staff members, administrators at each school as well as all bus drivers and attendants are trained yearly on non-violent physical crisis intervention techniques, de-escalation and personal safety techniques. There will be approximately 1,600 staff members including bus drivers and attendants that are trained yearly.

Proposal Format

General Requirements

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 sealed proposal. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the School Board.

Proposals should be prepared as simply as possible and provide straightforward responsive information. All parts, pages, figures and tables should be numbered and clearly labeled. Portions of the RFP that are considered by the vendor to proprietary information or information considered trade secrets should be clearly marked and delineated.

Provide your proposal utilizing the same format and order of major headings as defined within this scope. All areas listed will be evaluated and scored during the selection process.

Therefore, at a minimum, the proposal must address each major heading listed below:

- 1) Executive Summary
- 2) Company Profile
- 3) References
- 4) Product Information
- 5) Terms and Conditions
- 6) Cost Quotation

1. Executive Summary: Provide a brief narrative summarizing your company's ability to meet the requirements of this RFP including company mailing address (where an award letter can be sent), sales contact information, valid e-mail address, fax number and company telephone number.

2. Company Profile: 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. 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.

3. References: Include three (3) references of clients similar to STPSB who are using the products that you are proposing and the year it was implemented.

School districts in Louisiana are of particular interest. Provide the name, address, telephone number, contact name and contact title.

4. Product Information: Include product information for the proposed product.

The program should meet the following specifications or better:

Provider requirements:

- The Professional Instructor(s) who certify or recertify the organization's Instructors through a train-the-trainer model must be full time employees of the Provider organization, not subcontractors.
- Provider is to have a dedicated account representative for Louisiana educators.
- Provider is to provide ongoing support via phone, email and website.
 - Telephone support should be live and not-automated with representatives available during normal business hours.
- Provider is to maintain a shared database of the organization's training records in which STPSB can access at any time.
- Provider is to provide credentialing for participants of the training, both those trained by the Provider and those trained by the organization's Instructors.
- Provider should provide, or allow access to, electronic presentation to assist with training staff in a classroom environment.
- Provider should provide online support including guidance documents to support certified instructors.

Materials/training delivery:

- Provider is to allow organization to customize the curriculum to meet the different staff needs (for example, omitting restraint techniques for those who do not need it).
- Provider is to have a variety of options for ongoing training to allow the organization to focus on specific elements of the curriculum.
- Provider is to have optional training materials for ongoing training that can assist the organization with meeting the needs of varying staff groups. This may include videos, posters, video-on-demand, or other behavioral topics.
- Provider should state in proposal maximum number of participants allowed in a single training.
- Provider should provide instructor guides to newly certified instructors with explicit instructions and tips for training guidance.

Foundation Curriculum specifications:

- Curriculum is to focus on the skills and strategies for preventing escalation.
- Curriculum is to include nonverbal and verbal de-escalation strategies including setting limits, and recognizing the underlying causes of risk behavior.
- Curriculum is to include information on the staff's behavior and how it influences the outcome of a crisis.
- Curriculum is to include physical disengagement strategies for those staff where it is relevant.
- Curriculum is to include risk assessment, or decision-making, tools.
- Foundation curriculum is to not teach high-risk restraint techniques such as "takedown" restraints or prone/supine positions.
- Curriculum is to provide the skills and strategies for post-incident debriefing.
- Curriculum is to be principles-based – allowing for a high level of adaptability based on the various individuals served, and environments in which the skills and strategies are used.
- Curriculum is to be person-centered and align with Positive Behavioral Interventions & Supports (PBIS).

Specialized Curriculum specifications:

- Provider is to offer additional program types to add to or enhance the foundation content, such as autism-specific content, advanced physical skills content or addressing bullying.
- **Provider is to offer advanced physical skills training on the following scenarios:**
 - Being choked from behind
 - Using and applying additional staff in any of the foundational interventions
 - A seated children's hold that does not apply pressure to the child's lower torso or abdomen
 - Floor transition holds from standing to seated on the floor or kneeling
 - Emergency floor holding in which the individual is on the floor yet presents a danger to him/herself and/or others
- Advanced physical skills training should incorporate the foundation content and then build on that content.
- All advanced physical skills should be taught as a way to *help* a student, not *punish* a student.
- All advanced physical skills should be taught within the context of how behaviors escalate to a crisis situation, complete with debriefing post-incident.

Other considerations:

- Provider must be able to actively support the organization’s compliance with federal and state regulations.
- Provider should provide phone consultation and support with subject matter experts.
- Provider should have accessible website on which to view all products and correct pricing for said products.

6. Terms and Conditions: Please provide a copy of your standard contract, warranty information and any exceptions to the request. Please be advised that the contract will have to meet the terms and conditions set forth according to the Louisiana R.S. 17:3914 and STPSB Privacy Policies.

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.

7. Cost Quotation: Please provide a complete cost summary along with the breakdown pricing for the two-year period and the recurring costs for the additional (1) one-year (2025-2026) for both training of trainers and necessary materials.

- Be sure to include **all** costs associated with a successful implementation and management of trainings including but not limited to travel expenses, printed material(s) and shipping charges on materials, etc. Please include any discounts that may be applied to the cost.
- There will be approximately 1,600 staff members including bus drivers/attendants ranging from Pre-K through 12th grade for the 2023 – 2024 school year.
- For option to renew pricing, include at a minimum a percentage of the yearly price increase for both training of trainers and necessary materials.

The vendors are obligated to inform STPSB of, and include in the response, any components that may not be requested but are necessary for a successful complete training program.

The St. Tammany Parish School Board reserves the right to add additional schools/sites and/or staff members during the contract period. Cost for additional schools and/or staff members will be under the same terms, conditions and pricing as stated in your cost summary.

Termination of Contract: If the successful vendor fails to comply with the proposal specifications, the St. Tammany Parish School Board will give thirty (30) days written notice to the successful vendor to render service in compliance with the proposal and/or contract. At the expiration of thirty (30) days, if the unsatisfactory conditions have not been corrected, the St. Tammany Parish School Board reserves the right to cancel the contract at no cost to the School Board and to secure services from another source.

Termination for Convenience: The St. Tammany Parish School Board may terminate a contract, in whole or in part, whenever the School Board determines that such termination is in the best interest of the STPSB, and upon 30-day written notice to the successful vendor. If the STPSB exercises this right, the successful vendor will be paid for the work performed to day of notification. The successful vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

Conflict(s) of Interest

In the event the contracted lobbyist and/or firm becomes aware of any conflicts or potential conflicts interest, the contracted company shall immediately notify the Superintendent or designee, in writing, of such conflict. All relationships and contracts with organizations to which the STPSB is a member of or has a contractual relationship with should be disclosed including a list of services provided to those organizations. In the event the conflict cannot be resolved to the satisfaction of the STPSB, the STPSB reserves the right to terminate the contract.

Evaluation Criteria

	EVALUATION CRITERIA	POINTS
1.	Executive Summary	10
2.	Company Profile/Experience	10
3.	References	10
4.	Product Information	20
5.	Training & Support Services	10
6.	Terms and Conditions	10
7.	Cost Quotation	30
	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 3 of the RFP for further details.

_____ Have you included an original copy, six (6) copies and an electronic copy of the proposal?

_____ 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.**

_____ 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.** (Attachment B)

_____ Have you included fully executed Certification Regarding Lobbying (Attachment C), Debarment and Suspension Certification Form (Attachment D), and Non-Collusion Statement (Attachment E), by an authorized company official. These are required forms and must be submitted with your proposal. **Proposals submitted without these forms will be considered “non-responsive”.**

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: _____

**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, audiotope, 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:2026907442);

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

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 _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

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, 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.

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 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.)
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.

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 _____