

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

**REQUEST FOR PROPOSALS ON
CHROMEBOOKS AND CHROMEBOOK SUPPORT 2024**

1. The St. Tammany Parish School Board (STPSB) will receive written proposals until 4:00 PM on Monday, March 4, 2024. All proposals shall be either hand delivered or sent via registered or certified mail, UPS or FedEx with a return receipt requested to the St. Tammany Parish School Board Office located at 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly labeled on the **outside**: “REQUEST FOR PROPOSALS CHROMEBOOKS AND CHROMEBOOK SUPPORT – RFP #181.” All proposals arriving after the above date and hour will not be considered.
2. Proposals may be also submitted electronically at www.centralbidding.com.
3. You may find related proposal materials including detailed specifications necessary to complete your Request for Proposal at www.centralbidding.com and/or www.stpsb.org/bids.
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 returned with your proposal (ATTACHMENT A). **Proposals submitted without this form will be considered “non-responsive.”** All costs associated with developing, preparing, copying, and participating in the proposal process are entirely the responsibility of the proposer. The STPSB will not in any way be responsible for expenses incurred by prospective proposers.
5. The attached STPSB Contract Addendum (ATTACHMENT B) must be completed and submitted with your proposal. Proposals submitted without this form will be considered “non-responsive.”
6. The attached Affidavit (ATTACHMENT C) must be fully executed, notarized, and submitted with your proposal. Proposals submitted without this form will be considered “non-responsive.” The original fully executed form should be received in our office by 4:00 PM on Monday, March 11, 2024, but shall be received prior to award.
7. The attached Certification Regarding Lobbying (Attachment D), Debarment and Suspension Certification Form (Attachment E), and Non-Collusion Statement (Attachment F), must be completed and signed by an authorized company official. Proposals submitted without these forms will be considered “non-responsive.”
8. All attachments, must be fully executed and included with your submittal. Failure to comply with this requirement will cause your proposal to be deemed non-responsive.

9. Seed unit(s) must be provided for evaluation purposes to compare and evaluate the unit's performance, reliability, durability and battery life in the STPSB technology environment. Seed units shall be labeled to show the name brand, RFP #, Manufacturer and Proposing Vendor Information. Failure to submit seed sample may be sole cause for rejection of proposal. Seed units will be returned, upon request from the vendor. **The seed unit(s) must be received no later than the scheduled RFP opening and delivered to the I.T. Department located at 215 17th Avenue Covington, LA 70433.**
10. Proposals submitted will be evaluated by a committee consisting of at least three (3) members. 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.
11. Proposals should be prepared in a concise and economical manner; and need not contain any special bindings, materials, promotional materials, etc. Proposal emphasis should be given to completeness and clarity of content.
12. The following, at a minimum, shall be included utilizing the same format and order of major headings as defined:
 - 1) Executive Summary
 - 2) Company Profile
 - 3) References
 - 4) Product Information
 - 5) On-going Support Services
 - 6) Extended On-Going Support Services
 - 7) Response Time
 - 8) Terms and Conditions
 - 9) Cost Quotation
13. The specifications do not claim to include every possible piece of equipment or software that may be necessary. Vendors are obligated to inform the STPSB and include in the response, any components that may be necessary for a successful and complete solution.
14. The successful bidder(s) shall furnish a Certificate of Insurance within fifteen (15) calendar days following award but prior to start of service. Certificate shall provide for 30-day notice of cancellation, specifically name St. Tammany Parish School Board, its officers, and/or officials as additional insured, and:
 - a. Comprehensive General Liability - \$1,000,000.00 combined single limit. Coverage to include premises, operations, contractor's protective liability, products and completed operation, contractual liability.
 - b. Comprehensive General Automobile Liability Insurance with minimum limits of Bodily Injury – Each Person \$1,000,000.00, Bodily Injury – Each Occurrence

\$1,000,000.00, Property Damage – Each Occurrence \$1,000,000.00. Coverage shall be written to include all owned, non-owned and hired vehicles.

- c. Workers' Compensation - State of Louisiana, Employer's Liability, Statutory requirements \$1,000,000.00. Provide waiver of subrogation in favor of the St. Tammany Parish School Board.

- 15. It is the intent of the specifications to invite proposals 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.
- 16. Sales tax IS NOT to be included in your proposal price. St. Tammany Parish School Board is exempt from sales tax as provided by LA R.S. 47:301(8)(c). 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.
- 17. 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.
- 18. Questions regarding this RFP will be accepted until Tuesday, February 27, 2024 at 4:00 PM via email to at purchasing@stpsb.org.
- 19. Questions concerning RFP submittal may be directed at the Purchasing Department at purchasing@stpsb.org or via telephone at (985) 898-3224.



FRANK L. JABBIA
Superintendent

St. Tammany Parish Public Schools

Request for Proposal (RFP)

Chromebooks and Chromebook Support
2024

1.1 Introduction

The St. Tammany Parish Public School Board (STPSB) is requesting proposals for Chromebooks. All equipment proposed is to be new and the most current versions available from manufacturers; no re-manufactured or previous year models will be considered. Provide the release date for the model(s) in your proposal, along with an expiration date for your pricing, if applicable. Our objective is to purchase between 2,000 and 10,000 Chromebooks for various grades. The RFP award may be awarded to multiple vendors for the different line items requested in Sections 4, 5 and 6. Vendors may submit pricing from more than one manufacturer.

1.2 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, signed, and submitted with proposal 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 RFP documents.

The attached STPSB Contract Addendum (Attachment B) must be completed and signed by an authorized company official.

The attached Affidavit of Compliance (Attachment C) with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act must be completed, notarized, and returned with your proposal. The original fully executed form must be received in our office prior to award. Please submit original by 4:00 PM on March 11, 2024.

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

The proposal form and all attachments, B-F, 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 regarding the RFP will be accepted via email to questions@stpsb.org until 4:00 PM on February 27, 2024.

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

Please include a contact name, mailing address, email address, and telephone number in your response. EMAIL SUBJECT LINE SHOULD READ RFP #181 CHROMEBOOKS - 2024.

The 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 **Monday, March 4, 2024**. Any proposals submitted after that time will be disqualified.

All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside: RFP #181 CHROMEBOOKS - 2024

Deliver to: St. Tammany Parish School Board
RFP #181 CHROMEBOOKS - 2024
321 N. Theard Street
Covington, LA 70433

Proposals may also be submitted electronically at www.centralbidding.com. If submitting electronically, all attachments B-F, must be fully executed and included with your submittal. Also, the original fully executed Affidavit (ATTACHMENT C), must be received at the above address prior to award. Please submit original by 4:00 PM on March 11, 2024.

1.3 General Requirements

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

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

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

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 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), STPSB Contract Addendum (ATTACHMENT B), and the vendor's response to this request for proposal.

Contract Assignment: In no circumstance may any portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the solution 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 and all approved subcontractors.

Vendor Expense: The 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, presentations, supplemental information provided, submitted, or given to the STPSB or its representatives. Furthermore, the STPSB reserves the right to cancel work described herein prior to issuance and acceptance of any contractual agreement or purchase order by the recommended vendor even if the STPSB has formally accepted a recommendation.

The vendor shall protect all buildings, equipment, ceiling materials, personal items, trees, shrubs, lawns and all landscaping on School Board property from damage. In the event of damaged property resulting from work on this project, vendor shall repair or replace damaged property at the vendor's expense. Labor shall be included in all restoration of buildings or grounds broken up during the installation of this project.

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. In accordance with Louisiana R.S. 42.1267, all vendor personnel shall show proof of Cyber Security training to access any of our assets. If vendor has not previously completed the Cyber Security training, they must do so prior to the start of the project.

Upon completion of each work day, the vendor must remove all tools, equipment, rubbish, and debris from the premises. Also, leave the premises clean and neat. The vendor is responsible for disposal of all debris through the vendor's outlet. The vendor may not use the STPSB's garbage dumpsters or any other School Board garbage service to dispose of rubbish and debris.

All work must adhere to all applicable city, parish, state, and federal codes. These include, but are not limited, to building and fire codes.

Notice: All documents submitted to the St. Tammany Parish School Board are subject to Louisiana Public Records Law, La 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 R.S. 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 Louisiana law. Proposers self-declaration of confidential, trade secret or proprietary does not automatically protect data from being released.

1.4 Insurance Requirements

Insurance coverage specified below shall be furnished with the following minimum limits:

A. Workers' Compensation

Applicable State	Statutory Requirements
Employer's Liability	\$1,000,000.00

B. Comprehensive General Liability

\$1,000,000.00 combined single limit. Coverage to include premises, operations, contractor's protective liability, products and completed operation, contractual liability, and broad form CGL endorsement. If exposure warrants, underground, explosion, and collapse are to be included.

C. Automobile Liability

Bodily Injury - Each Person	\$1,000,000.00
Bodily Injury - Each Occurrence	\$1,000,000.00
Property Damage - Each Occurrence	\$1,000,000.00

Coverage shall be written to include all owned, non-owned and hired vehicles.

Additional Requirements:

Coverage listed in items A, B, and C shall provide for 30-day notice of cancellation, specifically name St. Tammany Parish School Board, its officers, and/or officials as additional insured, and provide waiver of subrogation in favor of the St. Tammany Parish School Board.

1.5 St. Tammany Parish Public School System Profile

The St. Tammany Parish Public School System's current enrollment is approximately 38,500 students. The School System consists of 55 schools and 15 offices.

1.6 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 the 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:

Section 1 - Executive Summary

Provide a brief narrative summarizing your company's ability to meet the requirements of this RFP. Please note, the executive summary should include contact information with a valid e-mail address and telephone number.

Section 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. 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. Any material (including letters of support or endorsements from clients) indicative of the vendor's capabilities are also encouraged.

Section 3 – References

Include three (3) references of clients similar to St. Tammany Parish School System who are using the Chromebooks that you are proposing. School district(s) in Louisiana are of particular interest. Please provide the name, address, telephone number, contact name and contact title.

Section 4 - Product Information

Provide any product information for the proposed Chromebooks including all technical specifications. Disclose any known manufacturer's issue(s) with proposed model along with any recalls for model. Our objective is to purchase between 2,000 and 10,000 Chromebooks for various school grade levels. The STPSB is requesting a seed unit for evaluation purposes. The seed unit will be used to compare and evaluate the unit's performance for reliability, durability, and battery life in our environment. **The seed unit must be delivered no later than the scheduled RFP opening and delivered to:**

Attention: I.T. Department
215 W. 17th Avenue
Covington, LA 70433

Seed units shall be labeled to show the name brand, RFP #, Manufacturer and Proposing Vendor Information. Failure to submit seed sample may be sole cause for rejection of proposal. Seed units will be returned, upon request from the vendor. Any management and update tools included or that are part of the proposed product will be considered a plus.

1. SUGGESTED CHROMEBOOK SPECS	14" Touch Screen 1366x768 to 1920x1080 Processor Intel or AMD 2 To 4 Cores Memory 4gb to 8gb Internal Storage 32 Gb to 64gb Intel HD Graphics 500 / AMD Radeon Rs Graphics or Better HD Camera (Optional) HD Audio, Dual Speakers, Dual Array-Microphone Touchpad with Multi-Touch Spill and Pick Resistant Keyboard
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		Wi-Fi Intel Wireless 6 Or Better Bluetooth 5 Or Better USB Type C Adapter Battery Life Of 10 Hours or Better
2.	OS	License for Google Chrome OS Management Console
3.	REPLACEMENT PARTS	List & Price All Replacement Repair Parts for The Model(s) Proposed, Include Expiration Date for The Pricing
4.	ACCIDENTAL DAMAGE PROTECTION	Cost Per Unit with Protective Case For 1, 2, 3- & 4-Year Price Options
5.	ABSOLUTE SOFTWARE	Price Per Unit For 3- & 4-Year Price Options

Section 5 - On-going Support Services

Describe the warranty and support of your submittal, along with the cost of warranty for each device proposed in Section 4, with one, two, three- and four-year warranties.

Section 6 - Extended On-Going Support Services

Provide detailed information and cost for one, two, three- and four-year extended Chromebook Support for the following Chromebooks that STPPS currently has in use.

Chromebook Model	Sample Service Tag/Serial #	Extended Support Expiration	Approximate Quantity
HP Chromebook 14 G5 (3UZ96UT)	5CD9085LYH	September, 2022	1,000
HP Chromebook 14 G5 (7DA26UT)	5CD822BRNV	September, 2022	350
HP Chromebook 14 G5 (7DA26UT)	5CD930518T	September, 2023	6,000
HP Chromebook 14 G5 (7DA26UT)	5CD022CQ4S	May, 2024	34,900
HP Chromebook 14 G6 (1A716UT)	5CD106JLJ3	July, 2026	100
Dell 3100 2-in-1 Clamshell	JZ5L93	July, 2026	4,670
Dell 3100	JZZ18C3	July, 2026	1,200

The On-going support (section 5) and Extended On-Going Support (Section 6) 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

Section 7 – Response Time

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.

Section 8 - Terms and Conditions

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.

Section 9 - Cost Quotation

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

1.7Evaluation Criteria

EVALUATION CRITERIA	POINTS
Proposed Equipment	30
References	10
Support / Warranty / Response Time	10
Cost	50
Total	100

VENDOR CHECKLIST

This checklist is provided as a tool to aid in the completion of your paperwork and should not be utilized in placement of thoroughly reading and following the instructions and specifications documentation. Many proposals must be rejected when respondents simply fail 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 proposal clear, concise, thorough, and easy to follow?
- _____ Does your proposal follow the instructions on pages 2 – 3?
- _____ Does your proposal follow the guidelines and format requirements set forth on pages 3 – 8 of the RFP?
- _____ Is your envelope properly marked? See pages 2 - 3 of the RFP for details.
- _____ Have you included an original copy, six (6) copies, and an electronic copy of the proposal or followed guidelines for online submission?
- _____ Have you included the enclosed Proposal Information Form executed by a duly authorized company official?
- _____ Have you included a fully executed STPSB Contract Addendum (ATTACHMENT B)?
- _____ Have you included a fully executed and notarized Affidavit (ATTACHMENT C) with your proposal? Also, did you send your original form into the office?
- _____ Have you included fully executed Certification Regarding Lobbying (Attachment D), Debarment and Suspension Certification Form (Attachment E), and Non-Collusion Statement (Attachment F), by an authorized company official?
- _____ Have you provided seed unit as documented in the instructions and on page 4 of the RFP.

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.

**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.

St. Tammany Parish Public School Board Contract Addendum

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

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

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

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

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

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

St. Tammany Parish Public School Board Contract Addendum

Vendor agrees that, as required by applicable state and federal law, auditors from state, federal, St. Tammany Parish Public School Board, or other agencies so designated by the School System, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and St. Tammany Parish Public School Board during normal working hours for this purpose.

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

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

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

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

St. Tammany Parish Public School Board Contract Addendum

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

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

The confidentiality obligations shall survive termination of any agreement with vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of St. Tammany Parish Public School Board.

This contract addendum amends any prior agreement or contract between The St. Tammany Parish

Public School Board or individual school(s) and _____
Company Name

and is effective as of _____
Date



Authorized Representative Signature
Frank J. Jabbia

Authorized Representative Name (Please Print)

Superintendent
Title

St. Tammany Parish School Board
Company

November 23, 2020
Date

Authorized Representative Signature

Authorized Representative Name (Please Print)

Title

Company

Date

STATE OF _____

PARISH/COUNTY OF _____

AFFIDAVIT

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 _____ (**Company Name**)
in the position of _____ ;
2. That _____ (**Company 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 _____ (**Company**
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 Name

SWORN TO AND SUBSCRIBED before me, Notary Public, this ____ day of _____ 2024.

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

ATTACHMENT E

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.

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 _____