

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

**RFP #195 ON A LITERACY INTERVENTION PROGRAM
TO ADDRESS READING GAPS FOR K-12 STUDENTS**

1. Written proposals will be received until 3:00 p.m. on Friday, November 1, 2024. All proposals shall be received and date stamped by the St. Tammany Parish School Board Office located at 321 N. Theard Street, Covington, Louisiana 70433 by one of the methods below. All bids shall be in a sealed envelope clearly marked on the outside **"RFP #195 ON A LITERACY INTERVENTION PROGRAM TO ADDRESS READING GAPS FOR K-12 STUDENTS – NOVEMBER 1, 2024"**. All proposals arriving after this date and time or not in the proper location or format will be returned unopened to the proposers. The responsibility for timely delivery rests solely with the proposer. Proposals delayed through any means of delivery service and arriving after the deadline will not be accepted.
2. Proposals may be sent via registered or certified mail, UPS or FedEx with a return receipt requested, hand delivered by bidder or his/her agent in which instance the deliverer shall be provided a written receipt.
3. Alternatively, bidders also have the option to submit bids electronically @ www.centralbidding.com.
4. 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.
5. An original, seven (7) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be submitted. **The enclosed Proposal Information Form (page 9) must be completed, signed and returned with your proposal. Proposals submitted without these forms 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 St. Tammany Parish School Board will not in any way be responsible for any costs incurred by prospective proposers.
6. 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.
7. Per Louisiana R.S. 38:2237.1, the attached affidavit (Attachment A) for compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act **must be completed, notarized and returned** with your proposal. **Failure to comply may cause your proposal to be non-responsive.**

8. The attached STPSB Contract Addendum (Attachment B) **must be completed and signed by an authorized company official and submitted with your proposal.**
9. Federal funds may be used to make purchases from this RFP. As such, Contract Provisions for Procurement Contracts (Attachment C) will be applicable and shall be considered part of the proposal documents.
10. The Certification Regarding Lobbying (Attachment D), Certification Regarding Debarment/Suspension (Attachment E) & Non-Collusion Statement (Attachment F) - **(must be completed and signed and returned with your proposal) Failure to comply will cause your proposal to be non-responsive.**
11. 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.
12. Questions will be accepted by email to Christi Monteleone @ christi.monteleone@stpsb.org until 4:00 PM on Friday, October 25, 2024.



FRANK J. JABBIA
Superintendent



St. Tammany Parish School Board

Request for Proposal (RFP)

LITERACY INTERVENTION PROGRAM TO
ADDRESS READING GAPS FOR K-12
STUDENTS

General Information to Vendors

Introduction

The St. Tammany Parish School Board (STPSB) is interested in a literacy intervention program to address reading gaps for K-12 students. The materials should be aligned to the Science of Reading and include both a digital and teacher-led component. The program should provide students with extended differentiated levels of instruction in relation to their literacy skills. Lessons should be documented and tracked within the platform. The intent of this RFP is to obtain competitive proposals from qualified vendors who can demonstrate their ability to provide services for STPSB as outlined in the RFP.

The STPSB reserves the right to award to multiple vendors if it is deemed necessary to meet the needs of students. Vendors are requested to submit their proposal with pricing of all materials and professional development needed for implementation as well as optional materials and services available.

Pricing submitted for this proposal will be valid starting upon awarded contract through June 30, 2025. The School Board shall have, at its option, the right to extend this agreement, under the same terms and conditions as contained herein, for a period not to exceed two (2) one-year periods. The School Board shall notify the vendor of its intention to extend this agreement for each additional year.

Instructions to Vendors

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

1. Proposal Information Form- **(must be signed by a company official duly authorized to sign proposals/contracts)** (See page 9)
2. Affidavit for Compliance- **(must be completed, notarized and returned with your proposal)** (Attachment A)
3. STPSB Contract Addendum – **(must be completed and signed by an authorized company official)** (Attachment B)—Needs to be attached.
4. Federal funds may be used to make purchases from this RFP. As such, Contract Provisions for Procurement Contracts (Attachment C) will be applicable and shall be considered part of the proposal documents.
5. The Certification Regarding Lobbying (Attachment D), Certification Regarding Debarment/Suspension (Attachment E) & Non-Collusion Statement (Attachment F) - **(must be completed and signed and returned with your proposal)**

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

Questions will be accepted via email to Christi Monteleone @ christi.monteleone@stpsb.org until 4:00 PM on Friday, October 25, 2024. EMAIL SUBJECT LINE SHOULD STATE RFP#195 – LITERACY INTERVENTION PROGRAM TO ADDRESS READING GAPS FOR K-12 STUDENTS. Please include a contact name, email address and telephone number in your response.

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

REQUEST FOR PROPOSALS #195 – LITERACY INTERVENTION PROGRAM TO ADDRESS READING GAPS FOR K-12 STUDENTS

Proposals shall be received by 3:00 PM on Friday, November 1, 2024 in one of the following methods:

1. An original, seven (7) 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

#195 – LITERACY INTERVENTION PROGRAM TO ADDRESS READING GAPS FOR K-12 STUDENTS

321 N. Theard Street

Covington, LA 70433

OR

2. Proposals may be submitted electronically at www.centralbidding.com. If submitting electronically, all required attached forms must be fully executed and included with your submittal. **In addition, the original fully executed Affidavit of Compliance (ATTACHMENT A), shall be received in our office prior to award. Submit original by 4:00 PM on Friday, November 8, 2024.**

Any proposals submitted after the above 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), STPSB contract 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. If the product contains a digital component, the primary hardware/software vendor will serve as the primary contact for all work related to this request.

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.

Financing

The vendor will provide a contract, which includes this Request for Proposal (RFP) and vendor response, to STPPS. The contract will include complete pricing. If for any reason STPPS should lose funding from any source, including approval of the funding budget by the STPPS, STPPS is only responsible for the work completed or prorated licensing up to the time of the funding loss.

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 STPPS has formally accepted a recommendation.

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 3 alternate programs with a current enrollment of approximately 35,000 students. Twenty-seven schools are considered Title I schools.

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) Company Profile
- 2) References
- 3) Product Information
- 4) Research/Studies
- 5) On-going Support Services
- 6) Terms and Conditions
- 7) Cost Quotation

1. Company Profile: Describe 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, and company telephone number. Please also include years in business, general markets serviced, any distinction of your company relating to the school computing marketplace, and number of customers.

2. References: Include three (3) references of clients similar to STPSB who are using the same version of 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.

3. Product Information: STPSB is requesting proposals for a literacy intervention program to address reading gaps for K-12th grade students that address Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. Product information and pricing should be submitted by vendor for all materials, professional development, and digital licenses offered in their proposal.

The materials should allow teachers to provide high quality evidence-based instruction in all grade levels kindergarten through twelfth grade who are functioning on a variety of levels. One set of sample materials and/or digital access codes to review products are encouraged.

REQUIRED PRODUCT SPECIFICATIONS: Proposers should review the requirements below and submit, as part of the response, a bulleted narrative that specifically addresses the proposer's ability to meet each requirement.

Each product should meet the following specifications or better:

- Assessments that are time efficient and assist in diagnosing students' literacy skills, strengths, and weaknesses
- Assessments that allow for instructional placement as well as continued monitoring of student progress
- Materials that can be used to remediate students' literacy skills
- Materials should be aligned to the Science of Reading
- Materials should have a digital component as well as teacher-led component
- Materials should be multi-sensory and/or be easily adapted to be multi-sensory
- Materials should allow for flexibility in meeting the needs of a wide range of students and have the capability for accommodations for special populations, including English Language Learners, Students with Exceptionalities, and students with characteristics of Dyslexia
- Program should instruct in all of the following categories: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension

- Materials should be correlated to the Louisiana Student Standards
- The product's digital component should be web-based, compatible with Chromebooks and Windows 11 and higher, and should support the rostering of students through Clever or One Roster with updates at least once daily.

4. Research/Studies: Please provide research/studies that indicate the products are high quality and evidence-based with proven results. Also, provide research/studies that indicate proven success with Students with Exceptionalities and English Learners.

5. On-going Support Services: Describe in detail the services and support available during and after completion of the final implementation. State the cost of any required and/or optional professional learning offered for successful implementation. Describe the product support available throughout the contract. Support can be offered through phone, email, and/or online.

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 STPPS Privacy Policies.

The attached STPSB Contract Addendum (Attachment B) must be completed and signed by an authorized company official, as well as, submitted with your proposal. The proposal will not be accepted or reviewed if the company does not agree to STPSB's contract addendum without edits being made to the addendum.

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

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

7. Cost Quotation: Please provide a complete cost summary along with the item breakdown pricing, any digital license cost, and cost for all professional development for year one (2024-2025) and the recurring costs for the two (2) subsequent years (2025-2026 and 2026-2027). Provide pricing for all instructional materials needed for implementation. Include any district license, site license, and per student license cost of digital programs. Be sure to include **all** costs associated with successful implementation and management of the project. Please include any discounts that may be applied to the cost.

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

The STPSB reserves the right to add additional schools/sites/students during the contract period. Cost for an additional school/site/student materials and/or licenses 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 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 School Board, upon 30-day written notice to the successful vendor. The successful vendor will be paid for the work performed. 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.

Evaluation Criteria

Each product category will be evaluated separately using the criteria listed below.

	EVALUATION CRITERIA	POINTS
1.	Company Profile	5
2.	References	10
3.	Product Information	30
4.	Research/Studies	10
5.	On-Going Support Services/Terms and Conditions	15
6.	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 2-3 of the RFP for further details.
- _____ Have you included an original copy, seven (7) copies and an electronic copy of the proposal? OR used Central Bidding?
- _____ Provided material samples or digital access codes, if applicable?
- _____ Have you completed and signed the enclosed Proposal Information Form (p.9)? 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? (Attachment A) 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.**
- _____ Have you included a fully executed STPSB Contract Addendum? (Attachment B)
- _____ 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. These are required forms and must be submitted with your proposal. **Proposals submitted without these forms will be considered “non-responsive”.**
- _____ Did you complete the enclosed Firearm Anti-Discriminatory Act 581 Disclosure?

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.

**FIREARM ANTI-DISCRIMINATORY ACT 581 (SB 234)
DISCLOSURE**

Per LA Act 581 (SB 234), which prohibits a public entity, including school boards, from entering into a contract with a company for the purchase of goods or services unless the aforementioned company confirms that:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association.
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

If the above terms meet with your understanding and agreement, please sign below and return to the St Tammany Parish School Board.

Signature of Official Duly Authorized to Sign Contracts and Agreements

Date

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 _____, 2024.

Signature: _____

Printed Name: _____

My commission expires: _____

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

**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. The St. Tammany Parish School Board adheres to the equal opportunity provisions of the Federal Civil Rights laws and regulations that are applicable to this agency. Therefore, no one will be discriminated against on the basis of race, color, or national origin (Title VI of the Civil Rights Act of 1964); sex (Title IX of the Education Amendments of 1972); disability (Section 504 of the Rehabilitation Act of 1973) in attaining educational goals and objectives and in the administration of personnel policies and procedures.

3. 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.

4. 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.

5. 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).

6. 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 Notice:

The St. Tammany Parish School Board does not discriminate on the basis of race, color, national origin, sex, disability, or age in the admission or access to, or treatment or employment in, its programs and activities and provides equal access to designated youth groups, such as the Boy Scouts.

The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Section 504
Candice Dozier, Coordinator of 504 Services
224 Brakefield St.
Slidell, LA 70458
985-898-3357
Candice.Dozier@stpsb.org

Americans with Disabilities Act (ADA)
Mary Hart, Assistant Superintendent
321 N. Theard Street
Covington, LA 70433
985-892-2276
Mary.Hart@stpsb.org

Title IX Coordinator
Mary Hart, Assistant Superintendent
321 N. Theard Street
Covington, LA 70433
985-892-2276
Mary.Hart@stpsb.org

This institution is an equal opportunity provider.

CERTIFICATION REGARDING LOBBYING**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

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.

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

By _____ Date: _____
(Name and Title of Authorized Official)

The bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 31 U.S.C. Chap. 38 Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

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
