

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

**REQUEST FOR PROPOSALS (RFP) #199
TO PROVIDE COPIER SERVICE FOR DISTRICT**

1. Written proposals will be received until 3:00 p.m. on Monday, May 19, 2025. 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 #199 TO PROVIDE COPIER SERVICE FOR DISTRICT– MAY 19, 2025**”. 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, eight (8) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be submitted. **The enclosed Proposal Information Form must be completed and signed by a company official duly authorized to sign proposals/contracts. 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 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. The successful vendor shall furnish a Certificate of Insurance with coverage as stated in the Request for Proposal. Certificate must be submitted within fifteen (15) calendar days after award but prior to delivery/installation of equipment.

As a minimum the certificate should provide for:

- 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. (if vendor is on STPSB premises)

- c. Workers' Compensation - State of Louisiana, Employer's Liability, Statutory requirements \$1,000,000.00. Provide waiver of subrogation in favor of the STPSB.
- 8. Per Louisiana R.S. 38:2237.1, the attached affidavit for compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act **must be completed, notarized and returned** with your proposal.
- 9. In accordance with Revised Statute 38:2237 A(9), the School Board may reject all proposals when it is deemed that such action is in the best interest of the School Board.
- 10. Questions will be accepted by email to Purchasing.stpsb.org until 4:00 pm on Friday, May 9, 2025.



FRANK J. JABBIA
Superintendent



St. Tammany Parish School Board

Request for Proposals (RFP)

COPIER SERVICE
For DISTRICT
2025

OBJECTIVE

The St. Tammany Parish School Board, STPSB, is interested in accepting Request for Proposals (RFP) to provide copier service to the St. Tammany Parish School Board Offices and selected schools throughout the parish.

Vendors should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with the STPSB. A lease/rental agreement for any equipment provided under this contract will not be signed by the STPSB. The contract period shall be a thirty-six (36) month contract with an option to extend it for an additional twelve (12) month period, if both parties agree to do so. Under no circumstance will the contract be for more than four (4) years. Contract period to begin July 1, 2025.

INSTRUCTIONS TO VENDORS

It is requested proposer 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 11)
2. Affidavit for Compliance- **(must be completed, notarized and returned with your proposal)** ([Attachment A](#))
3. Firearm Anti-Discriminatory Act 581 (SB 234) – **(must be completed and signed by an authorized company official)** ([Attachment B](#))
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 concerning this RFP may be e-mailed to the Purchasing Department @ purchasing@stpsb.org until 4:00 PM on Friday, May 9, 2025. Please include a contact name, mailing address, email address and telephone number in your response. **EMAIL SUBJECT LINE SHOULD STATE RFP #199 – COPIER SERVICE FOR DISTRICT.**

All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside: RFP #199 – COPIER SERVICE FOR DISTRICT

Proposals shall be received by 3:00 PM on Friday, May 16, 2025 in one of the following methods:

1. An original, eight (8) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be either hand delivered or sent via registered or certified mail, UPS or FedEx with a return receipt requested to:

**St. Tammany Parish School Board
Attn: Purchasing Department
RFP #199 – COPIER SERVICE FOR DISTRICT
321 North Theard Street
Covington, LA 70433**

2. Proposals may be submitted electronically at www.centralbidding.com. If submitting electronically, all required attachments (A-F) must be fully executed and included with your submittal. The original fully executed Affidavit of Compliance (Attachment A) form must be received in our office prior to award. Please submit by 3:00 PM on *May 27, 2025*.

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

INDEMNIFICATION AND INSTITUTION REQUIREMENTS

The successful vendor shall agree to defend, indemnify and hold the STPSB, its officers and employees harmless from any and all loss or damage (including reasonable attorney's fees and other costs of litigation) caused in whole, or in part, by the vendor's negligent or willful acts or omissions and the negligent or willful acts or omissions of the vendor's agents or employees.

The successful vendor shall agree to defend, indemnify and hold the St. Tammany Parish School Board harmless in any suit against the St. Tammany Parish School Board, or its employees, agents or students, alleging injuries or damages arising out of the service provided; however, that nothing contained therein shall require the successful vendor to defend or indemnify the St. Tammany Parish School Board for injuries or damages arising out of the negligence of the St. Tammany Parish School Board, its agents, or employees.

Contract Law: Any contract and/or purchase order(s) resulting from this RFP shall be subject to the laws of the State of Louisiana and all other applicable State of Louisiana statutes or regulations. Any vendor shall consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, and shall 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. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s), and the vendor's response to this request for proposal.

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

FINANCING

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

Vendors 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. Vendor's self-declaration of confidential, trade secret or proprietary does not automatically protect data from being released.

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.**

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 while providing straight forward 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. Provide your proposal utilizing the same format and order of major headings as defined within this scope.

The proposal should be organized into the following major sections:

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, and number of customers.

REFERENCES

Include at least three (3) references of clients similar to St. Tammany Parish School System who are using the equipment you are proposing and the year it was installed. School district(s) in Louisiana are of particular interest. Please provide company/school district's name, address, telephone number, contact name and contact title.

PARTICIPANTS INFORMATION

The attached "Cost Per Copy Program Participants" sheet shows the locations which will be participating in our cost per copy program, the machine category and average monthly copy usage.

EQUIPMENT SPECIFICATIONS

The following key is to be used to explain the basic features of the copiers acceptable for use under the terms of this proposal. All copiers offered must be new. "New" is defined as equipment that has been assembled for the first time from new parts.

Category I

25 copies/minute minimum, RADF – 100 sheets minimum, electronic sorting, 2 cassettes, reduction and enlargement, copies up to 11" x 17", user authentication – 100 minimum user passwords, security (data overwrite/data encryption). ***Copiers must be able to print from USB and scan to USB.***

Category II

35 copies/minute minimum, RADF – 100 sheets minimum, auto duplex, stapling finisher, 2 cassettes, reduction and enlargement, copies up to 11" x 17", user authentication – 100 minimum user passwords, security (data overwrite/data encryption). ***Copiers must be able to print from USB and scan to USB.***

Category III

65 copies/minute minimum, RADF – 100 sheets minimum, auto duplex, multi-position stapling finisher with minimum 50 sheet capacity, 3 cassettes, reduction and enlargement, copies up to 11" x 17", user authentication – 200 minimum user passwords, security (data overwrite/data encryption). ***Copiers must be able to print from USB and scan to USB.***

Vendor **must include manufacturer descriptive literature** for each piece of equipment, in each category being recommended.

PRICING

Pricing is to be on a cost per copy basis. Proposed prices must include all costs of maintenance (parts and labor) and all supplies including, but not limited to, toner, developer, fuser oil/lube, staples, binding tape and copy cartridges. If other items **are included** in proposed price but not listed, vendor shall list items with proposal. Paper is not included in the provided supplies. Prices must also include all freight, transfer, removal, set-up and installation charges. Proposed prices must include all relocation costs as well. User Authentication shall be included in all copier categories. If other items **are not included** in price, vendor shall list items in proposal. Category I and Category II must be able to limit a minimum of 100 users; Category III must be able to limit a minimum of 200 users.

Your proposal may be submitted with a monthly minimum copy allowance or without one. The best overall proposal submitted to the School Board will be accepted.

ADDITIONAL EQUIPMENT

The School Board reserves the right to add additional machines at the same locations, new school locations, or School Board Offices as long as these additional machines will average the minimum number of copies per month established in the accepted proposal. The cost per copy will be the same as agreed to in the contract. The monthly minimum copy limit will be established prior to placing additional machines.

The following describes **FUTURE** possible copy machine placements, minimum guarantees and machine types/features required by each future placement. Your proposal must address cost/copy for future placements based on minimum guaranteed copies/month.

Copier Features as described:

<u>Monthly Copy Guarantee</u>	<u>under Equipment Specifications</u>
Up to 4,999	Category I
5,000 – 19,999	Category II
20,000 and above	Category III

ADJUSTMENTS

The School Board reserves the right to change the number of guaranteed minimum copies at the end of or the start of each school year for each location under this agreement. However, the overall guaranteed annual minimum number of copies (**4,335,000/month**) will not be lowered and will remain throughout the life of this contract unless new machines are added which would increase the annual minimum number of copies. If there are any changes in usage either increase or decrease, the guaranteed minimum copies will be equitable adjusted and/or the category of machine will be changed at either the beginning or end of the school year with the overall annual minimum number of copies remaining at 4,335,000/month.

BILLING/OVERAGES/CREDITS

Billing shall be on a monthly basis. Overages (if part of the accepted proposal) will be identified on a monthly basis by machine but will be billed once per year (period ending June 30, 2026; June 30, 2027;

June 30, 2028; June 30, 2029, whichever is applicable) based on total copies in each of the pricing structures, not by individual machine, location, or by monthly totals.

The overage formula would be:

$$\begin{aligned} & \text{Total \# of copies run system wide} \\ & - \text{Total \# of copies guaranteed} \\ & = \text{Overage} \end{aligned}$$

(In locations with multiple machines the copy total of all machines will be added then applied to the guaranteed minimum quantities if the accepted agreement sets minimum copy usage amounts.)

Credits for copies run by Technical Representatives or unusable copies caused by machine malfunction will be given at the same cost per copy as charged by the agreement or subtracted from the overage amount.

Billing will be in arrears. Vendor will take a meter reading on the last day or two (2) of the month. A single invoice listing each location, type of copier(s), current meter reading, and cumulative total for the current year will be part of the monthly invoice. During the monthly meter reading cycle the successful vendor will also reset user authentication if changes are required.

ON-GOING SUPPORT SERVICES:

The vendor must provide a single point of contact and help desk for ongoing maintenance and troubleshooting of all components of this service. Awarded vendor must provide on-site training for the proposed equipment. Training costs, if any, must be included in the pricing section of the proposal.

RESPONSE TIME

Describe the process for submitting and tracking service requests and associated timelines and response times. Describe the flow of your trouble resolution process including the supply of parts. A single point of contact must be available to open trouble tickets during normal working hours of operation with a four (4) hour response per incident.

ELECTRICAL REQUIREMENTS

The St. Tammany Parish School Board shall be responsible for providing the proper electrical service as per copier specifications.

DATA REMOVAL

The awarded vendor will be required to overwrite/reformat/erase data from all copiers that are returned after the contract has been completed.

NETWORK CAPABILITY

Provide an option for all category copiers to have IT network functionality and capabilities for remote printing and access. Identify in your proposal if this capability exists on each of your category copier units. If not, identify the type copier your organization can provide with networking capabilities and cost differential to base model.

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.

CONFLICT(S) OF INTEREST

In the event the successful vendor becomes aware of any conflicts or potential conflicts of interest, the successful vendor and/or subcontractor(s) shall immediately notify the Superintendent or designee, in writing, of such conflict. In the event the conflict cannot be resolved to the satisfaction of the STPSB, the STPSB reserves the right to terminate the contract.

THE FOLLOWING ITEMS MUST BE RETURNED WITH YOUR PROPOSAL:

1. Completed and Signed Proposal Information Form*
2. Fully executed Affidavit*
3. Completed and Signed Firearm Anti-Discriminatory Form*
4. Certification Regarding Lobbying*
5. Certification Regarding Debarment/Suspension*
6. Non-Collusion Statement*
4. Manufacturer descriptive literature of equipment being offered

* These forms are included in the RFP documents

EVALUATION CRITERIA

All proposals submitted will be analyzed and all options will be evaluated as per the following criteria. Your participation in our Request for Proposals is solicited and encouraged. The proposal which is determined to be best for the St. Tammany Parish School Board will be accepted.

EVALUATION CRITERIA	POINTS
Pricing a) Cost per copy, included supplies, maintenance, parts, removal, set-up, installation, relocation, freight b) Overage cost c) Credits d) Billing e) User authentication included in all copier categories	30
Company Profile a) Provided company qualifications, years in business References b) Included at least three clients similar to STPSB Category Equipment Being Offered c) Equipment meets proposal specifications	20
On-Going Support Services (Training, Maintenance, Troubleshooting) Response Time (submitted and tracking service requests, supply of parts, point of contact available during normal working hours to open trouble tickets with a four (4) hr. response per incident) Date Removal (must be able to overwrite/reformat/erase data after equipment is returned and contract is completed) Network Capability (option for all category copiers to have IT network functionality and capabilities for remote printing and access)	25
Compliance with RFP Instructions a) Included signed proposal form b) Included fully executed Affidavit c) Included signed Firearm Anti-Discriminatory form d) Included manufacturer equipment specifications being offered e) Provided single point of contact f) Organization of proposal using provided sections g) Proposal submitted in sealed labeled envelope h) If mailed, provided original, eight (8) copies and electronic copy i) If submitted electronically, included attached fully executed forms	25
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 of the RFP for further details.
- _____ Have you included an original, eight (8) copies and an electronic copy of the proposal?
- _____ Have you completed and signed the enclosed Proposal Information Form ([p.11](#))? 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.**
- _____ Did you complete the enclosed Firearm Anti-Discriminatory Act 581 Disclosure Form ([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”.**

PROPOSAL INFORMATION FORM

DATE: _____

COMPANY: _____
Legal Name of Agency Submitting Proposal

COMPANY ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

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

Typed or Printed Name & Title of Company Official

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

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

_____,

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

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED

before me, Notary Public, this _____
day of _____, 2025.

Signature: _____

Printed Name: _____

My commission expires: _____

**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

**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
