ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LA

REQUEST FOR PROPOSALS ON
**Automated User Account Creation Software 2026 (2nd Request)- Instructions**

1. The St. Tammany Parish School Board (STPSB) will receive written proposals **until 3:00 PM on Monday, August 24, 2026**. All proposals shall be either hand delivered or sent via registered or certified mail, UPS or FedEx with a return receipt requested to the St. Tammany Parish School Board Office located at 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly labeled on the **outside: "RFP #215 - Automated User Account Creation Software 2026 (2nd Request)".** All proposals arriving after the above date and hour will not be considered.

2. Proposals may also be submitted electronically at www.centralbidding.com.

3. You may find related proposal materials including detailed specifications necessary to complete your Request for Proposal at www.centralbidding.com and/or www.stpsb.org.

4. Vendors submitting proposals via mail or delivery must include an original proposal, six (6) copies and an electronic copy (i.e. flash drive, USB drive, CD, etc.). Vendors must also include all fully executed, **original** attachments relative to this Request for Proposal. The attachments associated with this Request for Proposal are the enclosed Proposal Information Form (page 10) Contract Provisions for Procurement Contracts (Attachment A) in the event Federal funds are used for any portion of this purchase, STPSB Contract Addendum (Attachment B), the Affidavit for Compliance with Section 889(a)) of the Fiscal Year 2019 National Defense Authorization Act (Attachment C), Certification Regarding Lobbying (Attachment D), The Debarment and Suspension Certification Form (Attachment E), Non-Collusion Statement (Attachment F) and Firearm Discriminatory Act 587 (SB 234) Disclosure (Attachment G). **Proposals submitted without the fully executed originals of all attachments will be considered non-responsive.**

5. Proposals submitted electronically via www.centralbidding.com, must provide all fully executed attachments relative to this Request for Proposal. The attachments associated with this Request for Proposal are the enclosed Proposal Information Form (page 10) Contract Provisions for Procurement Contracts (Attachment A) in the event Federal funds are used for any portion of this purchase, STPSB Contract Addendum (Attachment B), the Affidavit for Compliance with Section 889(a)) of the Fiscal Year 2019 National Defense Authorization Act (Attachment C), Certification Regarding Lobbying (Attachment D), The Debarment and Suspension Certification Form (Attachment E), Non-Collusion Statement (Attachment F) and Firearm Discriminatory Act 587 (SB 234) Disclosure (Attachment G). **Proposals submitted without all of the fully executed attachments will be considered non-responsive. Vendors submitting electronically must furnish the original fully**

**executed Affidavit for Compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act (Attachment C), upon award.**

6. Contractors must be properly licensed by the Louisiana State Board for Contractors, Fire Marshall and any other licensing authority for each scope of work performed. If the total of your proposal is $50,000 or more, and requires a license, you must show the appropriate license number(s) on the **outer most packaging** of your proposal and submit a copy of the required license with vendor's proposal. **If a license is required, contractor must provide proof.**

7. Proposals submitted will be evaluated by a committee consisting of at least three (3) members. During the evaluation process, the evaluators may, at their discretion, request any one or all firms/individuals to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the evaluators may have on a firm's proposal. Not all firms may be asked to make such oral presentations. In the event St. Tammany Parish School Board has a question during the evaluation process, a Committee Member will reach out.

8. The successful bidder(s) shall furnish a Certificate of Insurance within fifteen (15) calendar days following award but prior to start of service. Certificate shall provide for 30-day notice of cancellation, specifically name St. Tammany Parish School Board, its officers, and/or officials as additional insure, and:
    a. Comprehensive General Liability - $1,000,000.00 combined single limit. Coverage to include premises, operations, contractor's protective liability, products and completed operation, contractual liability.
    b. Comprehensive General Automobile Liability Insurance with minimum limits of Bodily Injury – Each Person $1,000,000.00, Bodily Injury – Each Occurrence $1,000,000.00, Property Damage – Each Occurrence $1,000,000.00. Coverage shall be written to include all owned, non-owned and hired vehicles.
    c. Workers' Compensation – State of Louisiana, Employer's Liability, Statutory requirements $1,000,000.00. Provide waiver of subrogation in favor of the St. Tammany Parish School Board.

9. It is the intent of the specifications to invite proposals on high quality merchandise. Mentioning a brand, manufacturer and number is done only to establish the standard of quality desired. It is not the intent to eliminate brands of equal quality but instead to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired.

10. Sales tax IS NOT to be included in your proposal price. St. Tammany Parish School Board is exempt from sales tax as provided by LA R.S. 47:301(8)(c). Sales tax exemption only applies to purchases between St. Tammany Parish School Board and the contractor/vendor. Sales tax exemption does not apply to purchases made directly by the contractor/vendor to other companies on behalf of the school board. Those purchases are not sales tax exempt.

11. In accordance with Revised Statue 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 concerning the RFP submittal may be directed at the Purchasing Department at trisha.dawsey@stpsb.org. or via telephone at (985) 898-3224.

FRANK J. JABBIA
Superintendent

# St. Tammany Parish Public Schools

Request for Proposal (RFP)

Automated User Account
Creation Software, 2026 (2nd Request)

## 1.1 St. Tammany Parish Public School System Introduction and Profile

The St. Tammany Parish School Board (STPSB) is requesting proposals from qualified vendors for an Automated User Account Creation Software that will automate our accounts creation, change, and transfer processes among disparate systems and platforms (Microsoft, Linux, etc.). Our current solution is Identity Automation. Proposals should include migration from this system. STPSB has approximately 5,000 full time employees and 35,700 students.

## 1.2 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 selection committee will review each response in relation to the evaluation criteria listed in this Request for Proposal (RFP).

Proposals mailed or delivered to the St. Tammany Parish School Board must be received and stamped at the address below by **3:00 pm on August 24, 2026**. Any proposals submitted after that time will be disqualified and returned unopened. **All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside**: **RFP #215 – Automated User Account Creation Software, 2026 (2nd Request).** Packets must include an original, six (6) copies, and an electronic copy (i.e., flash drive, USB drive, CD, etc.).

Proposals delivered to:

St. Tammany Parish School Board
Attn: Purchasing Department
RFP #215 – Automated User Account Creation Software 2026 (2nd Request)
321 N. Theard Street
Covington, LA 70433

Vendors submitting proposals via mail or delivery must include completed, fully executed originals of all attachments. The attachments associated with this RFP are the enclosed Proposal Information Form (page 10), Contract Provisions for Procurement Contracts (in the event Federal Funds are used to make any purchase from this RFP) (ATTACHMENT A), STPSB Contract Addendum (ATTACHMENT B), the Affidavit for Compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act (ATTACHMENT C), the attached Certification Regarding Lobbying (ATTACHMENT D), the Debarment and Suspension Certification Form (ATTACHMENT E), Non-Collusion Statement (ATTACHMENT F), and Firearm Discriminatory Act 581 (SB 234) Disclosure (ATTACHMENT G). **Proposals submitted without the fully executed originals of all attachments will be considered non-responsive.**

Proposals may also be submitted electronically at www.centralbidding.com, no later than 3:00 pm on August 24, 2026, 2026. Vendors submitting proposals electronically via www.centralbidding.com must include all attachments completed and fully executed. The attachments associated with this RFP are the enclosed Proposal Information Form (page 10), Contract Provisions for Procurement Contracts (in the event Federal Funds are used to make any purchases from this RFP) (ATTACHMENT A), STPSB Contract Addendum (ATTACHMENT B), the Affidavit for Compliance with Section 889(a) of the Fiscal Year 2019 National Defense

Authorization Act (ATTACHMENT C), the attached Certification Regarding Lobbying (ATTACHMENT D), the Debarment and Suspension Certification Form (ATTACHMENT E), Non-Collusion Statement (ATTACHMENT F), and Firearm Discriminatory Act 581 (SB 234) Disclosure (ATTACHMENT G**). Proposals submitted without the fully executed attachments will be considered non-responsive. Vendors submitting electronically must furnish the original fully executed Affidavit for Compliance with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act (ATTACHMENT C), upon award.**

Questions regarding the RFP will be accepted via email to questions@stpsb.org until 4:00 pm on August 10, 2026. For questions concerning RFP submittal, email the Purchasing Department at trisha.dawsey@stpsb.org. EMAIL SUBJECT LINE SHOULD READ: RFP #215 – Automated Users Account Creation Software, 2026 (2nd Request).

## 1.3 General Requirements

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

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

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

Indemnification and Institution Requirements: The successful vendor shall agree to indemnify St. Tammany Parish Schools, its Board, its officers and employees against loss or damage (including reasonable attorney's fees and other costs of litigation) caused by the successful vendor's negligent acts or omissions or the negligent acts or omissions of the successful vendor's agents or employees.

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

Contract Law: Any contract and/or purchase order(s) resulting from this RFP will be subject to the laws of the State of Louisiana and all other applicable statutes. The Vendor must consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, and waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court, in connection with any proposal. The total contract and/or purchase order(s) will include only the negotiated and

executed contract and/or purchase order(s), STPSB Contract Addendum (ATTACHMENT B), and the vendor's response to this request for proposal.

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

Vendor Expense: The STPSB will not be responsible for any expenses incurred by any vendor in the development of a response to this request including any onsite (or otherwise) interviews, presentations, supplemental information provided, submitted, or given to the STPSB or its representatives. Furthermore, the STPSB reserves the right to cancel work described herein prior to issuance and acceptance of any contractual agreement or purchase order by the recommended vendor even if the STPSB has formally accepted a recommendation.

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

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

Notice: All documents submitted to the St. Tammany Parish School Board are subject to Louisiana Public Records Law, La R.S. 44:1 et seq., and may be released when public records requests are made by any interested party. If proposer deems any document submitted with this RFP confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La R.S. 44:3.2, 44:4 or 44:4.1, or other provisions of law, the proposer shall clearly mark the documents CONFIDENTIAL prior to submission to the STPSB. Proposers shall clearly and boldly note the specific page numbers on a cover sheet, in bold type, and clearly mark each page which is considered restricted in accordance with Louisiana law. Proposer'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, who will be on a campus, shall submit to a background check. In accordance with Louisiana R.S. 42.1267, all vendor personnel shall show proof of Cyber Security training to access any of our assets. If

vendor will have access to onsite network resources, they must complete the Cyber Security training prior to the start of the project and annually thereafter for the duration of the project.

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

### 1.4 Insurance Requirements

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

A. Workers' Compensation

| | |
|---|---|
| Applicable State | Statutory |
| RequirementsEmployer's Liability | $1,000,000.00 |

B. Comprehensive General Liability

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

C. Automobile Liability

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

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

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

### 1.5 Proposal Format

In order to facilitate the analysis of responses to this request, vendors are required to prepare their proposals in accordance with the instructions outlined in this request. Each vendor is required to submit a proposal in a sealed, properly labeled package. **Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of STPSB.**

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.

**Section 1 - Executive Summary**
Provide a brief narrative summarizing your company's ability to meet the requirements of this RFP. Please note, the executive summary should include contact information with a valid e-mail address and telephone number.

**Section 2 - Company Profile**
Describe your company including, but not limited to, years in business, general markets serviced, and any distinction of your company relating to the school computing marketplace. Provide evidence that the vendor is a corporation, is in good standing, and qualified to conduct business in Louisiana. Please include copies of business licenses and other credentials with relevance to this request. Any material (including letters of support or endorsements from clients) indicative of the vendor's capabilities is also encouraged.

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

**Section 4 - Product Information**
Provide any product information for the proposed automated user account creation solution. Our current solution is Identity Automation. Any proposal should include, but should not be limited to, the following:

**Primary Upstream Systems (Point of Origin)**
- MUNIS ERP (Microsoft SQL)
- EDGEAR JPAMS (Fedora, ESI VM, MYSQL)
- ACTIVE DIRECTORY

**Primary Downstream Systems**
- Active Directory
- DNA Fusion / Access Control System (MS SQL)
- Horizon (MS SQL)
- Destiny (MS SQL)
- Moodle (PHP MySQL)
- Edulog (MS SQL) (currently) / Athena (Cloud) (future)
- Laserfiche (MS SQL)
- ESS Munis Module loopback from Exchange
- IncidentIQ (Cloud)
- Clever (Cloud)
- Google Workspace (Cloud)
- Microsoft Entra (Cloud)
- Microsoft Exchange Online (Cloud)

**Necessary characteristics include but are not limited to the following:**

- Platform Agnostic User Interface
- Standard Infrastructure Requirements
- Reliable Audit Logs
- Ability to Claim Accounts
- Ability of Users to Reset Passwords
- Access Request Management System
    - This type of system includes, but is not limited to, onboarding and access rights to various technology systems, data, and applications, all being based on roles such as employment position, roles, and other factors editable by administrative input.

Vendors whose solutions do not require that the same data be entered more than once are preferred. Provide any product information such as module descriptions for the solution proposed in concise format (no sales literature). Please describe your required discovery and review process in order to maintain proposed timelines. Note any exceptions or caveats.

Please explain your software architecture such as language platform, OS components required, Web APIs required, and general presentation platform (traditional install client or Web based). Backend requirements (if any) also need to be disclosed i.e. MySQL, SQL server, and if any minimum or dedicated server space is necessary. Required hardware specifications must be disclosed in detail (i.e., memory, CPU). If cloud-based please explain the platform, redundancy and requirements for integration of on-premise upstream systems and downstream systems.

**Section 5 – Implementation and Training**

Please describe your implementation methodology, client / vendor roles and responsibilities of the implementation and necessary client resources for a successful implementation. Describe your proposed training program to properly train our IT support staff. Include a proposed timeline. Each vendor must outline their specific plan to accomplish the proposed timeline.

**Section 6 - On-going Support Services**

Describe the services and support available after completion of the initial implementation, including onsite and telephone support assistance (hours available, normal response time after initial call made, support communication capabilities and remote diagnostic capabilities). Describe any Quality Assurance programs you have in place and how product maintenance and enhancements are addressed

**Section 7 - Terms and Conditions**

Please provide us a copy of your standard agreement or contract, warranty information and any exceptions to the request in MS Word format. All firms submitting proposals must submit the most competitive proposal possible.

**Section 8 - Cost Quotation**

Please provide a complete cost summary along with the breakdown pricing. You must include all items listed in the table below; warranty, support and all shipping.

| | Total Cost for 3 Years | Total Cost for 5 Years | 1 Year Renewal after initial term |
|---|---|---|---|
| Hardware/Software | | | |
| Renewal Cost | | | |
| Subscription Cost | | | |
| Additional Components | | | |

## 1.6 Evaluation Criteria

| EVALUATION CRITERIA | POINTS |
|---|---|
| Technical (features and references) | 20 |
| Availability and Quality of Support Resources | 15 |
| Training, Maintenance and Software Updates Availability | 15 |
| Product Proposed | 20 |
| Software Cost | 30 |
| Total | 100 |

# VENDOR CHECKLIST

This checklist is provided as a tool to aid in the completion of your paperwork and should not be utilized in place of thoroughly reading and following the instructions and specifications documentation. Many proposals must be rejected when respondents simply fail to comply with the required preparation and submission requirements.

_____ Have you performed a final review of your response to ensure you have included all required documentation?

_____ Have you verified all amounts to ensure that they are complete and accurate?

_____ Is your proposal clear, concise, thorough, and easy to follow?

_____ Does your proposal follow the instructions on pages 2 – 3?

_____ Does your proposal follow the guidelines and format requirements set forth on pages 3 – 8 of the RFP?

_____ Is your envelope properly marked? See pages 2 - 3 of the RFP for details.

_____ Have you included an original copy, six (6) copies, and an electronic copy of the proposal or followed the guidelines for online submission?

_____ Have you included the enclosed Proposal Information Form executed by a duly authorized company official?

_____ Have you included a fully executed STPSB Contract Addendum (ATTACHMENT B)?

_____ Have you included a fully executed and notarized Affidavit (ATTACHMENT C) with your proposal? Also, did you send your original form into the office?

_____ Have you included fully executed Certification Regarding Lobbying (Attachment D), Debarment and Suspension Certification Form (Attachment E), Non-Collusion Statement (Attachment F), and Firearm Anti-Discriminatory Act 581 (SB 234) Disclosure (Attachment G) by an authorized company official?

# PROPOSAL INFORMATION FORM

DATE: _____

COMPANY: _____
Legal Name of Agency Submitting Proposal

COMPANY ADDRESS: _____

_____

_____

_____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

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

_____
Typed or Printed Name & Title of Company Official

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

# ST. TAMANY PARISH SCHOOL BOARD
# COVINGTON, LOUISIANA

## REQUIRED CONTRACT PROVISIONS FOR PROCUREMENT CONTRACTS

Contractors must adhere to the following contract provisions below, if applicable

### Environmental Protection-

- Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- Contractor agrees to report each violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

**Contractor will be expected to comply with federal statutes in the Debarment Act and the Anti-Lobbying Act.**

### Debarment and Suspension Certification (Executive Orders 12549 and 12689) –

- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
- SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- By signing and submitting any bid or proposal for $25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in "audit requirements in subpart F of the Office of Management and Budget's Uniform Administrative requirements, cost principles, and audit requirements for federal awards"

### Lobbying Certification Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended)

Contractors must adhere to:

- Contractors that apply or bid for an award exceeding $100,000 must file the required certification.
- Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Required Certification**: If applicable, contractors must sign and submit to the St. Tammany Parish School Board the following certification.

- APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBYING

## Procurement of recovered materials-

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

The requirements of Section 6002 include:

- procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds $10,000** or the value of the quantity acquired by the preceding fiscal year exceeded $10,000

- procuring solid waste management services in a manner that maximizes energy and resource recovery; and

- establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

## Rights to Inventions Made Under a Contract or Agreement –

- If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## Davis-Bacon Act (40 U.S.C. 3141-3148) -

In accordance with the statute, Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable:

- Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- In addition, contractors must be required to pay wages not less than once a week.

## Copeland Anti-Kickback Act (40 U.S.C. 3145)

In accordance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations at 29 C.F.R. Part 3:

- Contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) -

During the performance of this contract, the contractor agrees as follows:

- Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

- Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

## Other Contract Provisions, if applicable:

During the performance of this contract, the contractor agrees as follows:

1. The vendor shall comply with the following civil rights laws, as amended:
   - Title VI of the Civil Rights Act of 1964
   - Title IX of the Education Amendments of 1972;
   - Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975;

Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended:

- Contractor agrees not to discriminate in its employment practices and will render services under this Agreement, and any Contract entered into, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

- Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any Contract entered into as a result of this Agreement.

2. Awarded Vendors must maintain all required books, records and other documents relative to the award of the contract for three (3) years after final payment. If any audit findings have not been resolved, the records shall be maintained as long as required until the audit is closed.

3. Access must be granted to duly authorized representatives of the St. Tammany Parish School Board, the Comptroller General of the U.S., Louisiana State Legislative Auditor or any other applicable government agency or authority to any books, documents, papers and records of the contractor with are directly pertinent to all negotiated contracts.

4. The contractor hereby recognizes the mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

5. St. Tammany Parish School Board and Contractor agrees to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are used when possible. (2 CFR Part 200.321)

## Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

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

1. **mail:**

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

2. **fax: (202) 690-7442**;
3. **email:program.intake@usda.gov**

This institution is an equal opportunity provider.

My signature below acknowledges my receipt of the above information.

Signature: _____

Printed Name: _____

Company Name: _____

Date: _____

# 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 | Authorized Representative Signature |
| Frank J. Jabbia | |
| Authorized Representative Name (Please Print) | Authorized Representative Name (Please Print) |
| Superintendent | |
| Title | Title |
| St. Tammany Parish School Board | |
| Company | Company |
| November 23, 2020 | |
| Date | Date |

ATTACHMENT C

STATE OF _____

PARISH/COUNTY OF _____

**AFFIDAVIT**

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

_____,

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

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

_____ _____
Signature Printed Name

_____ _____
Title Company Name

SWORN TO AND SUBSCRIBED before me, Notary Public, this ____ day of _____2022.

_____ _____
Signature Printed Name

My commission expires: _____

# 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.

ATTACHMENT E

# DEBARMENT AND SUSPENSION CERTIFICATION FORM
# (REQUIRED)

## 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.

# 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

# 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 _____

# 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