

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

**REQUEST FOR PROPOSALS  
ON LANGUAGE INTERPRETATION  
SERVICES & TRAINING**

1. Written proposals will be received until 3:00 p.m. on Friday, February 17, 2023. All proposals shall be either hand delivered or sent by registered or certified mail, UPS or FedEx with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly marked on the outside "REQUEST FOR PROPOSALS #167 ON LANGUAGE INTERPRETATION SERVICES & TRAINING – FEBRUARY 13, 2023". All proposals arriving after the above date and hour will be returned unopened to the proposers.
2. An original, six (6) copies and an electronic copy (i.e., flash drive, USB drive, CD, etc.) of the proposal shall be submitted. **The enclosed Proposal Information Form must be completed and signed by a company official duly authorized to sign proposals/contracts. This form must be included in your proposal.** All costs associated with developing, preparing, copying, and participating in the proposal process are entirely the responsibility of the proposer. The St. Tammany Parish School Board will not in any way be responsible for any costs incurred by prospective proposers.
3. Proposals may also be submitted electronically. Find proposal related materials and submit electronic responses at [www.centralbidding.com](http://www.centralbidding.com).
4. Federal funds may be used to make purchases from this RFP. As such, Contract Provisions for Procurement Contracts (Attachment A) will be applicable and shall be considered part of the proposal documents.
5. The attached Affidavit of Compliance (Attachment B) with Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act **must be completed, notarized, and returned with your proposal.**
6. The attached STPSB Contract Addendum (Attachment C) must be completed and signed by an authorized company official.
7. The attached Certification Regarding Lobbying (Attachment D), Debarment and Suspension Certification Form (Attachment E), and Non-Collusion Statement (Attachment F), must be completed and signed by an authorized company official. All attachments, D-F, must be fully executed and included with your submittal. Failure to comply with this requirement will cause your proposal to be deemed non-responsive.

8. 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.
9. If requested, successful vendor shall furnish a Certificate of Insurance within Fifteen (15) calendar days after the award.

As a minimum the certificate should provide for:

- a. Commercial 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. 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.
10. Successful bidder must consent to and yield to the exclusive venue and jurisdiction of the 22<sup>nd</sup> 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.
  11. In accordance with Revised Statute 38:2237 A(9), the School Board may reject all proposals when it is deemed that such action is in the best interest of the School Board.
  12. Questions will be accepted by email to Brian Hirstius, Supervisor of Curriculum and Instruction, at [brian.hirstius@stpsb.org](mailto:brian.hirstius@stpsb.org) until 4:00 PM on Friday, February 10, 2023.
  13. For questions concerning RFP submittal can be emailed to [purchasing@stpsb.org](mailto:purchasing@stpsb.org).



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FRANK J. JABBIA  
Superintendent



# St. Tammany Parish School Board

## **Request for Proposal (RFP)**

Language Interpretation Services and Training

# General Information to Vendors

## Introduction

The St. Tammany Parish School Board (STPSB) is seeking proposals from a reputable language services company to provide communication assistance allowing school system personnel to effectively engage with non-English speaking families in support of the educational process for their children. It is the intent of the STPSB to contract with a language services company with experience providing interpretation services in educational settings, as well as provide interpreter training to STPSB employees.

The St. Tammany Parish School Board reserves the right to award to multiple vendors based on the services provided.

The successful language services company must be prepared to begin services by March 1, 2023 and continue for an initial one (1) year contract period. The School Board shall have, at its option, the right to extend this agreement, under the same terms and conditions as contained herein, for a period not to exceed two (2) one-year periods if both parties agree to do so.

Proposals will be evaluated by a committee consisting of at least six (6) members appointed by the STPSB Superintendent. During the evaluation process, evaluators may, at their discretion, request one or more companies to make oral presentations. Such presentations may be used to provide an opportunity to answer questions evaluators may have on their proposal.

## Instructions to Vendors

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

**The enclosed Proposal Information Form must be completed and signed by a company official duly authorized to sign proposals/contracts. Proposals submitted without the above form will be considered “non-responsive.”**

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

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

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

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

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

Questions regarding the RFP will be accepted via email to Brian Hirstius, Supervisor of Curriculum and Instruction, at [brian.hirstius@stpsb.org](mailto:brian.hirstius@stpsb.org) until 4:00 PM on Friday, February 10, 2023.

Please include a contact name, mailing address, email address, and telephone number in your response. EMAIL SUBJECT LINE SHOULD STATE: **RFP #167 – Language Interpretation Services and Training**

For questions concerning submittal, contact the Purchasing Department at [purchasing@stpsb.org](mailto:purchasing@stpsb.org).

All proposals should be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside: REQUEST FOR PROPOSAL # 167 - LANGUAGE INTERPRETATION SERVICES AND TRAINING

Proposals shall be received by 3:00 PM on Friday, February 17, 2023 in one of the following methods:

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

St. Tammany Parish School Board  
Attn: Purchasing Department  
RFP# 167 - Language Interpretation Services and Training  
321 N. Theard Street  
Covington, LA 70433

OR

2. Proposals may be submitted electronically at [www.centralbidding.com](http://www.centralbidding.com). If submitting electronically, the original fully executed Affidavit (ATTACHMENT C), must be received at the above address by 3:00 PM on Friday, February 24, 2023.

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

### **Indemnification and Institution Requirements**

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

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

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

**Contract Assignment:** No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the solution may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of St. Tammany Parish Schools.

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

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

### **Vendor Expense**

The 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, the 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 the STPSB has formally accepted a recommendation.

### **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.

### **Notice**

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

# STPSB Profile

As a leader in education, the St. Tammany Parish Public School System educates approximately 38,000 students in 55 schools across the parish. The STPSB is the largest employer in St Tammany Parish with nearly 6,000 employees throughout our schools and an additional 15 sites. Our mission is to provide a high-quality education for all students, resulting in life-long learners who can contribute positively to the society in which they live.

## 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 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.

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

- 1) Submittal Letter
- 2) Professional Qualifications and Experience
- 3) Scope of Services
- 4) Costs
- 5) References
- 6) On-going Support Services
- 7) Terms and Conditions

**1. Submittal Letter:** Letter shall include the RFP's title, submittal due date, and the name, mailing address, and telephone number of the responding firm with a contact person and corresponding email address. In addition, this letter shall state that the proposal shall be valid until completion of the proposal. A person authorized by the firm to negotiate a contract with the STPSB shall sign the Submittal Letter along with the mandatory enclosed Proposal Information Form.

**2. Professional Qualifications and Experience:** Provide a brief narrative summarizing your company's ability to meet the requirements of this RFP.

- a. Include an overview and history of the company.
- b. Include the qualifications of the company to provide interpretation services in an educational setting.
- c. Documentation providing evidence of experience and knowledge required to interpret for a variety of educational purposes including but not limited to: IEP Meetings, 504 Meetings, Dissemination of Bulletin 1508 Evaluations, parent/teacher conferences, etc.

- d. Provide a list of available languages available for which interpretation services are available.

**3. Scope of Services:** The contract services shall include any interpretation services and training needed by school district personnel to effectively communicate with non-English speaking families in the St. Tammany Parish Public School System. Interpretation services are needed for a variety of educational purposes including but not limited to: IEP Meetings, 504 Meetings, Dissemination of Bulletin 1508 Evaluations, parent/teacher conferences, etc.

**Please include specific information of services including but not limited to the following:**

- a. In-person interpretation services for scheduled meetings with parents
- b. Interpretation services via phone (audio only)
- c. Interpretation services via video conferencing: describe platform(s) supported. (i.e.- Zoom/Google Meet)
- d. Describe browsers supported and versions
- e. Provide any capacity limitations – how many services or sessions can be provided simultaneously?
- f. Scheduling system that will accommodate and guarantee meeting needs at 55 schools and additional satellite offices, including method of contact and how long in advance scheduling should be completed.
- g. Interpreter Training for STPSB employees

**4. Costs:** Provide detailed fee structure along with the breakdown pricing for year one (2023-2024) and the two (2) subsequent years (2024-2025 and 2025-2026). Which shall be paid on a monthly basis and shall encompass all costs and the recurring costs for including but not limited to:

- travel, parking, training/support, printed material(s) and shipping charges on printed material(s), expenses, lodging and related incidental out of pocket expenses, if applicable.
- Include any discounts that may be applied to the cost.
- The STPSB prefers an hourly fixed rate with monthly billing documenting the activity performed and time spent on such activity billed in quarter-hour increments.
- The STPSB reserves the right to negotiate the proposed fee prior to contract execution.
- Please include a separate rate sheet, if applicable, for phone call, virtual conferencing, and in-person translation services.
- For option to renew pricing, include at a minimum a percentage of the yearly price increase for Interpretation Services, testing & training and necessary materials and resources.

**5. References:** Provide a minimum of three (3) references from clients of similar in size and discipline and any other pertinent information on the company's experience working with school districts providing interpretation services in educational settings. Any material (including letters of support or endorsement from clients) indicative of the company's capabilities are also encouraged. Include any Louisiana school districts in your reference list which you provide the same services.

**6. On-going Support Services:** Describe in detail the following, if offered:

- a. District and School support available through phone, email or online
- b. Training provided on effective use of services, if needed



**7. Terms and Conditions:** Please provide us a copy of your standard agreement or contract, warranty information, if applicable and any exceptions to the request.

Vendor must follow any and all student information privacy policies and laws put in place by STPSB, State of Louisiana, and the Federal Government. The STPSB Contract Addendum must be completed, signed and submitted with your proposal. (See Attachment C)

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

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 final contract signing.

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

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

**Conflict(s) of Interest**

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

## **Evaluation Criteria**

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>Professional Qualifications and Experience</b> <ul style="list-style-type: none"> <li>• Company qualifications and demonstrated experience</li> <li>• Documentation of experience with public education interpreting for a variety of educational purposes including but not limited to: IEP Meetings, 504 Meetings, Dissemination of Bulletin 1508 Evaluations, parent/teacher conferences, etc.</li> <li>• Multiple languages available for interpretation services</li> <li>• Experience providing educational interpreter training</li> </ul>	30
<b>Scope of Services</b> <ul style="list-style-type: none"> <li>• Availability of services through multiple means (phone, in-person, digital)</li> <li>• Ease of use for scheduling system</li> <li>• Availability for scheduling system to service 55 schools</li> <li>• Lead time required for scheduling meetings</li> <li>• Ability to train STPSB Staff</li> </ul>	30
<b>Cost</b> <ul style="list-style-type: none"> <li>• Is overall cost reasonable and affordable to the scope of services?</li> <li>• Has company included a rate schedule outlining costs for in-person, phone call, AND virtual interpretation services?</li> <li>• Has the company outlined fee schedule for providing interpreter training?</li> </ul>	30
<b>References</b> <ul style="list-style-type: none"> <li>• Has the company provided letters of reference(s) from previous clients or contacts?</li> <li>• Are letters of support from previous or current clients included?</li> <li>• Have other public school systems been identified as references?</li> </ul>	10
<b>Total</b>	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 information and documentation?
- \_\_\_\_\_ Have you verified all amounts to ensure that they are complete and accurate?
- \_\_\_\_\_ Is your proposal clear, concise, thorough, and easy to follow?
- \_\_\_\_\_ Is your envelope properly marked? See page 3 of the RFP for further details.
- \_\_\_\_\_ Have you included an original copy, six (6) copies and an electronic copy of the proposal?
- \_\_\_\_\_ Have you completed and signed the enclosed Proposal Information Form?  
This is a required form and must be submitted with your proposal. Proposals submitted without this form will be considered “non-responsive” and will not be evaluated.
- \_\_\_\_\_ Did you complete the enclosed affidavit? This affidavit must be completed, notarized and submitted with your proposal.  
Proposals submitted without this affidavit will be considered “non-responsive” and will not be evaluated. (Attachment B)
- \_\_\_\_\_ Have you included fully executed Certification Regarding Lobbying (Attachment 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”.
- \_\_\_\_\_ Have you completed and signed STPSB Contract Addendum. (Attachment C)

## 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, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center @ (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

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

**1. mail:**

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

**2. fax: [\(202\) 690-7442](tel:(202)690-7442);**

**3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)**

This institution is an equal opportunity provider.



**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 \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## St. Tammany Parish Public School Board Contract Addendum

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

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

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

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

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

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



## St. Tammany Parish Public School Board Contract Addendum

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

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

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

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

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

## St. Tammany Parish Public School Board Contract Addendum

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

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

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

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

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

and is effective as of \_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Representative Signature  
Frank J. Jabbia  
\_\_\_\_\_  
Authorized Representative Name (Please Print)

\_\_\_\_\_  
Superintendent  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
St. Tammany Parish School Board  
\_\_\_\_\_  
Company

\_\_\_\_\_  
November 23, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
\_\_\_\_\_  
Authorized Representative Name (Please Print)

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**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 (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

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## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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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.

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Organization Name

PR/Award Number or Project Name

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Name and Title of Authorized Representative

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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

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Complete Address of Firm

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Telephone Number

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Signature of Authorized Representative

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Typed Name of Authorized  
Representative

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Title of Authorized Representative

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Date

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