



Request for Proposals (RFP) No.: R-25020

Procurement Services Division



GRANT WRITING
SERVICES in Support
of Facilities Legislation,
Grants and Funding

Professional Services

Contracting Officer: Stella Onuaguluchi

Email Address: stella.onuaguluchi@lausd.net

Release Date: October 25, 2024



Los Angeles Unified School District

Procurement Services Division – Facilities Contracts

REQUEST FOR PROPOSALS

GRANT WRITING SERVICES

FOR

LOS ANGELES UNIFIED SCHOOL DISTRICT FACILITIES SERVICES DIVISION

RFP# R-25020

RFP Release Date – October 25, 2024

**REQUEST FOR PROPOSALS
GRANT WRITING SERVICES**

**LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES DIVISION**

IMPORTANT INITIAL INFORMATION

RELEASE OF RFP: **October 25, 2024**

Non-Mandatory Pre-Proposal Meeting: **November 8, 2024**
RSVP to stella.onuaguluchi@lausd.net by 12:00 P.M. on August 00, 2024 **11:30 A.M.**

Deadline for Final Written Questions: **November 12, 2024**
submit via email to stella.onuaguluchi@lausd.net and Pscontracts@lausd.net **before 1:00 P.M.**

PROPOSAL SUBMISSION

1) ELECTRONIC SUBMITTAL: **November 25, 2024**
Submit signed Proposal, with Price Schedule in Excel format **before 1:00 P.M.**
via email to stella.onuaguluchi@lausd.net and PScontract@lausd.net,

All dates, timeframes, and schedules provided in the RFP documents are the dates anticipated by the District but are subject to change without notice.

CONTRACT START DATE (tentative)

TBD

TABLE OF CONTENTS

SECTION	PAGES
1. BACKGROUND.....	5
2. SCOPE OF SERVICES.....	6
3. MINIMUM QUALIFICATIONS.....	12
4. RESPONSE TO THIS REQUEST FOR PROPOSALS.....	13
5. SELECTION PROCESS.....	19
6. SUBMISSION.....	20
7. INFORMATION & QUESTIONS.....	20
8. DISTRICT RIGHTS.....	21
9. PRIOR TO AWARD OF CONTRACT.....	21
10. PUBLIC RECORDS ACT.....	22
11. FILING OF PROTESTS FOR PROCUREMENT.....	22
12. CONCLUSION.....	23

EXHIBITS

EXHIBIT A	TERMS AND CONDITIONS
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	DISTRICT CODE OF CONDUCT
EXHIBIT D	SMALL BUSINESS ENTERPRISE GOAL
EXHIBIT E	VETERAN ENTERPRISE GOAL
EXHIBIT F	LINKED LEARNING/WORK-BASED LEARNING PROGRAM
EXHIBIT G	DRUG-FREE WORK ENVIRONMENT
EXHIBIT H	PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

ATTACHMENTS

ATTACHMENT 1	FIRM INFORMATION FORM
ATTACHMENT 2	PROPOSAL CERTIFICATIONS
ATTACHMENT 3	RATE SCHEDULE
ATTACHMENT 4	FIRM EXPERIENCE FORM
ATTACHMENT 5	RESUME FORM
ATTACHMENT 6	SBE/MICRO-SBE UTILIZATION FORM
ATTACHMENT 7	VBE/DVBE UTILIZATION FORM
ATTACHMENT 8	MBE UTILIZATION FORM
ATTACHMENT 9	WBE UTILIZATION FORM

LOS ANGELES UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS FOR GRANT WRITING SERVICES

IMPORTANT INFORMATION

ALL FIRMS INTENDING TO RESPOND TO THIS REQUEST NEED TO REGISTER AT LOS ANGELES UNIFIED SCHOOL DISTRICT'S FACILITY CONTRACTS SERVICES WEBSITE (<http://mo.laschools.org/fis/fcs/rfpqm-psc/>) AND/OR LA CITY RAMP WEBSITE (<https://www.rampla.org/s/>). THE FIRST TIME YOU ACCESS THE WEBSITE YOU WILL BE PROMPTED TO SUPPLY YOUR EMAIL ADDRESS AND CHOOSE A PASSWORD WHICH YOU WILL RETAIN FOR USE WHEN ACCESSING THE WEBSITE IN THE FUTURE. THE REQUEST IS IN ADOBE FORMAT. YOU MAY NEED TO DOWNLOAD THE LATEST VERSION OF ADOBE TO VIEW THE REQUEST; A LINK FOR THE ADOBE DOWNLOAD MAY ALSO BE FOUND ON THE DISTRICT'S WEBSITE. REGISTRATION AT THE DISTRICTS WEBSITE WILL ENSURE YOU RECEIVE ALL POSTINGS AND ANY UPDATED MATERIAL RELATED TO THIS REQUEST.

1. BACKGROUND

The Los Angeles Unified School District ("District" or "LAUSD") invites qualified grant writing professionals ("Proposer" or "Consultant") to submit proposals for grant writing services and support with technical writing and partnerships with community-based organizations (CBO) and non-profit organizations (NPO). The District seeks individuals or firms with demonstrated expertise in securing funding for facilities capital improvements and site-related upgrades, including but not limited to campus greening, energy efficiency, pollution reduction, water conservation, and energy conservation projects. The services may include all aspects of obtaining funding awards, including research, funding application preparation, submission, and follow-up, and will be supervised by LAUSD Facilities Legislation, Grants, and Funding.

The Los Angeles Unified School District covers a total area of approximately 710 square miles. In addition to the City of Los Angeles, the District serves several other cities and several unincorporated areas of Los Angeles County. Additional information pertaining to the District may be found on our website at www.lausd.net.

The District intends to award multiple contracts to the most qualified firms. Each contract that results from this procurement process will be a Master Services Agreement ("MSA"). Contracts shall be established for each firm that is selected. When services are required, a Task Order ("TO") will be issued to the bench firms, based on their ability to deliver the requested services. Funding is contingent on the fiscal year.

The resulting contracts, if awarded, shall be valid **for three (3) years with two (2) one-year renewal options**, exercised upon the sole discretion of the District. All tasks outlined in the scope of services are anticipated to be completed within two years from the Notice-to-Proceed ("NTP") date. Consultants shall not use subconsultants.

2. SCOPE OF SERVICES

Key Personnel shall be proficient in and have successful experience in researching, writing, and submitting proposals to obtain funding for facilities capital improvements and site-related upgrades.

Consultants shall have experience in providing support for grants across the full lifespan of the grant process from brainstorming and drafting the initial proposal approach, to final edits, to the submission process, through reporting and closeout processes.

The selected firm shall be responsible for:

Research and Timeline Development:

- a. Identifying and researching grant opportunities from Federal, State, Local, and Private entities that align with the District's current and future planned scope of work and District eligibility.
- b. Providing summaries of researched opportunities that will be evaluated by District staff. In addition to criteria identified by Consultant, the District will provide other criteria to be addressed in summaries.
- c. Confirming which opportunities the District plans to pursue.
- d. Tracking includes the status of all opportunities, including preparing, communicating, and providing reminders of deadlines.

Proposal Development:

- a. Collaborating with District team members to gather necessary information for grant proposals.
- b. Crafting compelling narratives that effectively communicate the District's project, objectives, and capabilities.
- c. Ensuring that grant proposals are tailored to each specific grant opportunity, highlighting the District's achievements and capabilities.
- d. Incorporating data, metrics, and evidence-based strategies to strengthen the grant proposals.
- e. Identifying suitable references from the web, identifying images/charts that align with the proposal, and drafting timelines and process charts that could visualize and strengthen the proposal.

Compliance and Documentation:

- a. Ensuring strict adherence to all grant guidelines, requirements, and submission instructions.
- b. Conducting thorough reviews and quality checks to eliminate grammar errors and inconsistencies in grant proposals.
- c. Organizing all necessary documentation, and supporting materials required for grant proposal submissions.
- d. Ensuring that the proposal is visually appealing and includes all required elements of the proposal as stated in the Notice of Funding Opportunity ("NOFO").
- e. Advising on necessary reporting requirements to be completed after the award.
- f. Performing reporting, compliance, and closeout activities as requested by the District.

After providing a list of available grant opportunities and deadlines, the Consultant will be provided with a task order which will be comprised of one or more of the following tasks:

Task 1 Planning:

- a. Review funding application guidelines with District staff.
- b. Participate in meetings to advise on the project and funding application development.
- c. Request information from District staff regarding any items requiring action.
- d. Provide consultation, planning, and strategizing with District staff throughout the grant process.
- e. Collect required supporting documentation.
- f. To the extent possible, when outside contracting is contemplated, provide for competitive sourcing to be conducted by the District.
- g. Keep the District apprised of all updates to the Grant funding opportunity.
- h. Provide contact information for non-profit organizations, community-based organizations, and technical services, as available, that is needed to successfully apply for, receive, and implement the grant funded scope of work and requirements.

Task 2 Application Preparation:

- a. Structure workflow and execute work plan for the funding application.
- b. Collaborate with District staff to obtain forms, signatures, etc.
- c. Prepare funding application drafts with all required documents including budget considerations and District staff requirements.

Task 3 Completion and Delivery:

- a. Coordinate reviews of draft application documents with District staff prior to submission of the application package.
- b. Submit the required number of copies of the application to the funding organization (Federal, State, local, or private) to ensure timely receipt.

Task 4 Evaluation and Reporting:

- a. Develop and maintain contacts with the funding organization.
- b. Assist in the development of evaluation criteria and in the collection and analysis of data to measure effectiveness of funded project.
- c. Perform reporting, compliance, and closeout activities as requested by the District.

A. PERFORMANCE REVIEW

The District will conduct a review to ensure that the Consultant is performing services satisfactorily and will notify the Consultant of the results of this review. If the review is unsatisfactory, the contractor will be required to submit a corrective action plan to address the deficiencies. If the performance is not improved, the contract will be terminated.

B. DELIVERABLES

Task 1 Planning:

- a. Consultants shall provide District staff with a list of items, issues, and concerns to be addressed and completed for funding application, and award and compliance periods.
- b. The Consultant shall provide meeting minutes and other communications identifying any items requiring follow-up.
- c. Consultant shall provide guidance and contact information for non-profit, community-based organizations, and technical services, as available, that is needed to successfully apply for, receive, and implement the grant funded scope of work and requirements.

Task 2 Application Preparation:

- a. Consultant shall develop a workplan with timeline and checklist of action items and responsibility matrix.
- b. The Consultant shall locate, identify, research, collect, and analyze data as required by funding application guidelines; provide data and analyses to District staff.
- c. The Consultant shall develop funding applications in narrative language and design data presentations, including tables and figures; provide these to District staff.
- d. Consultant shall Prepare supplemental documents required for funding application and provide these to District staff.

Task 3 Completion and Delivery:

- a. The Consultant shall submit complete drafts of funding application to District staff. Consultant shall incorporate edits suggested by District staff and continue collaborating with District staff until application is finalized.
- b. The Consultant shall provide copies of the final completed application to District staff before submission of the application to the funding organization.
- c. The Consultant shall obtain written confirmation of timely application delivery and provide this to District staff.

Task 4 Evaluation and Reporting:

- a. The Consultant shall maintain funding records and provide the records to District staff.
- b. Consultants should track deadlines, monitor the status of progress reports, and seek continuation of funding for current programs; provide copies of progress reports to District staff.
- c. The Consultant shall prepare and submit semi-annual status reports summarizing the number of funding applications submitted and the number approved, the number denied, and the number under consideration.
- d. Consultant shall provide a copy of the compliance reports and/or documents submitted to a granting agency if the District requests services for reporting, compliance, and closeout activities.

Note: All requirements (i.e., proof of the execution of deliverables indicated above) must be submitted to the District electronically and approved by a designated District representative.

C. GENERAL REQUIREMENTS

The Consultant shall adhere to the following requirements for all work to be performed under the scope of any awarded contract with LAUSD.

- 1) The Consultant shall hold a current business license in the State of California and/or have a City of Los Angeles Tax Registration Certificate on file with the City of Los Angeles Office of Finance.
- 2) Consultants shall have email capabilities.
- 3) All employees shall refrain from drugs, alcohol, tobacco, and any use of prescribed medicine (including the use of medical marijuana) that could affect their performance at any District site. Project sites include buildings, roofs, parking lots, playing fields, and playground areas. Requirements are in Exhibit G, Drug-Free Work Environment.

D. ADDITIONAL WORK

With the District's written agreement, Consultant may be required to provide additional services beyond the scope specified in this request for proposals.

E. DISTRICT RELIANCE ON CONSULTANT'S PROPOSAL

The District's willingness to enter any contract with the Consultant will be based on the veracity of the Consultant's representations in its response to this Request for Proposals.

F. RENEWAL PERIODS

Only the District may exercise a contract renewal term option; it may do so by giving Consultant notice no later than thirty (30) days before expiration of the initial term or renewal option period then in effect.

G. KEY PERSONNEL

The Consultant must inform LAUSD if s/he intends to replace any key team member identified in Consultant's proposal; if a member's replacement is necessary, Consultant must replace that person with someone possessing similar qualifications and for whom the compensation rate is the same. LAUSD reserves the right to veto such a replacement and may terminate the contract based on the loss of what it considers key personnel.

H. DISTRICT HOLIDAYS

New Year's Day, January 1st
Martin Luther King Jr.'s birthday, 3rd Monday in January
Presidents Day, 3rd Monday in February
Cesar Chavez Day, March 31st
Memorial Day, last Monday in May
Juneteenth, June 19th or Observed
Independence Day, July 4th
Admissions Day, Friday before Labor Day
Labor Day, 1st Monday in September
Veterans Day, November 11th
Thanksgiving, last Thursday and Friday in November
Christmas Day, December 25th

New Year's Eve, December 31st

NOTE: The Holidays listed above are subject to change from year to year. Upon request from Proposer, District shall provide a current fiscal year calendar listing District recognized Holidays.

I. INVOICES AND PAYMENTS

- 1) Invoices must be submitted by the Consultant on District issued and monthly billable templates. Invoices and billing statements must be submitted according to District procedures and guidelines. Invoices must be submitted by Consultant monthly and within 20 days after the end of the monthly billing period. No supplemental invoices will be processed. (One invoice per month only.)

Monthly invoices must be signed and submitted with all supporting/required documents. The invoice for final payment must be submitted no later than sixty (60) days after the completion or early termination of the Agreement. The Consultant shall furnish additional documentation to Accounts Payable upon request. No payment to the Consultant shall be deemed an acceptance of work not completed in accordance with this Agreement. The District may withhold payment to Consultant for any amount(s) in dispute and Consultant shall continue performance of its services pending final determination of disputes relating to such withholding.

NOTE: Facilities Services Division ("FSD") has implemented a paperless invoicing initiative and converted all documents to electronic format. Under this initiative, Consultants will submit invoices by email to Amy Meenan (amy.meenan@lausd.net), Deputy Director of Facilities Legislation, Grants and Funding or her designee(s).

- a) The Consultant shall ensure that electronic invoices are submitted in the following manner:
 - (1) Submit a single PDF invoice package per email.
 - (2) Supporting documents must be appended to the end of the invoice PDF file.
 - (3) The invoice PDF file must be clear and readable without any handwritten notations.
 - (4) The invoice PDF file must be on a white background or white paper (no color paper or shaded areas).
 - (5) Use only standard fonts (no cursive, italics, etc.).
- b) The Vendor shall ensure that each invoice includes the following required information:
 - (1) Consultant Name
 - (2) Consultant Contact/Preparer Name (include telephone number and email)
 - (3) Remittance Address
 - (4) Consultant's Contract # and SAP and/or Ariba Contract #
 - (5) Consultant's Vendor Number
 - (6) Invoice Date
 - (7) School Name
 - (8) Project Name
 - (9) Project Manager's Name
 - (10) District Purchase Order Number
 - (11) Unique Invoice Number

- (12) Contract Total To Date
 - (13) Total Previous Invoices
 - (14) Percentage of Contract Amount Remaining
 - (15) Performance Period or Service Date(s)
 - (16) Any other specific Terms and Conditions as per the Contract
- 2) The Consultant will be advised by email if their submittal is returned due to failure to meet the above requirements. The Consultant will need to correct the deficiencies and resubmit the revised invoice package under the same Invoice Number.

Additionally, FSD encourages all Consultants to enroll in Electronic Funds Transfer (EFT) Payment. Complete the EFT enrollment application located at: <https://www.laschools.org/new-site/fsd-business/contractor-postaward/quickpay>.

District payment shall be contingent upon acceptance of the Services and approval of the corresponding invoice(s) by the Director or Deputy Director of Facilities Legislation, Grants and Funding, or designee. Additional payment-related documentation shall be furnished by the Consultant to the District upon request.

- a) All invoices submitted for payment must
 - (1) Include the Contract Agreement Number and/or related purchase order,
 - (2) Be under the firm name shown on the Contract,
 - (3) Be signed and submitted by the Consultant, and
 - (4) Itemize services, date(s), and payment rate(s) consistent with the term of the contract.
- b) Prior to the start of the contract, the Consultant may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample invoicing format may be required from the Accounts Payable Section prior to the start of service.
- c) The District may opt to make payment by means of a procurement credit card (MasterCard) if the firm accepts such payment in its normal course of business.
- d) Late payment by the District shall not constitute a material breach of any contract awarded hereunder.
- e) In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same firm.
- f) All invoices applicable to the contract must be submitted by the firm no later than 60 days after the contract expires. Late invoice submittals may result in non-payment.

Mail Original Invoice(s) to:

Los Angeles Unified School District
Facilities Legislation, Grants, & Funding
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017
Attention: Amy L. Meenan, Deputy Director

Email Original Invoice(s) to:

Amy L. Meenan, amy.meenan@lausd.net

J. DISPUTED PAYMENTS

The Consultant will be notified in writing by U.S. Mail, FAX, or e-mail of any charges levied by the firm that may be disputed by the District. The notice will describe the nature of and justification for the dispute, and the amount disputed.

K. AUTHORIZED DISTRICT REPRESENTATIVE

This contract shall be under the direction of and subject to the approval of the Deputy Director of Facilities Legislation, Grants and Funding or her designated representative. The Authorized District Representative for the contract will be:

Amy L. Meenan, Deputy Director
Facilities Legislation, Grants, & Funding
Los Angeles Unified School District
333 South Beaudry, 21st Floor
Los Angeles, California 90017
Office: (213) 241-4911
Email: amy.meenan@lausd.net

3. MINIMUM QUALIFICATIONS

The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and the minimum qualification requirements as defined herein. Proposers must meet all minimum qualification requirements at the time of proposal submission. The District reserves the right to deem a Proposer as “non-responsive” based on failure to provide sufficient proof and/or documentation. Proposers failing to meet the minimum qualifications at the time of proposal submittal may be deemed non-responsive to this RFP, and no further consideration may be granted.

Proposing firms must meet the following minimum qualifications at the time of submitting the proposal for this RFP:

- a. All firms must have continuously been in business for a minimum of three (3) years prior to the date of the submission. The Proposer must possess a current business license in the State of California and/or have a City of Los Angeles Tax Registration Certificate on file with the City of Los Angeles Office of Finance. The District will verify the status of the business entity online on the Secretary of State “California Business Portal.”
- b. Firm must have a minimum of three (3) years providing grant writing services involving submission of applications to various agencies, including but not limited to, the California Energy Commission, California State Water Resources Control Board, California Governor’s Office of Emergency Services, South Coast Air Quality Management District, United States Department of Transportation (“DoT”), United States Department of Energy, Federal, State and local agencies, committees, and governments, and Foundations. **Complete and provide Attachment 4 – Firm Experience Form.**
- c. Proposed Key Personnel shall be proficient in and have experience drafting proposals to obtain funding for facilities capital improvements and site-related upgrades. **Complete and provide Attachment 5 – Resume Form.**

- d. Proposed Key Personnel shall have at least three (3) years of full-time paid professional experience in grant writing services for various facilities capital improvements and site-related upgrades projects, preferably for public agencies and school districts. **Complete and provide Attachment 5 – Resume Form.**

4. RESPONSE TO THIS REQUEST FOR PROPOSALS

Note: Please read Section #4 in its entirety before compiling requested information for the submittal.

Proposals shall be clear and concise with sufficient detail for the District to verify compliance. Responses to this request are limited to twenty-five (25) **single-sided pages** in Times New Roman 12-point font, not including the cover letter, forms/attachments, SBE/Micro-SBE/DVBE/VBE/MBE/WBE certifications, and copies of other licenses and certifications. The Proposer shall submit one proposal with electronic signature with Rate Schedule in Excel format to stella.onuaguluchi@lausd.net and PScontract@lausd.net.

Responses must address the items below and shall address each criterion separately in the order shown below. Responses should be specific and address only the qualifications and experience of the firm and the individual candidate/s included in the proposal. **Begin with a cover letter and provide the following in the order listed.**

A. FIRM INFORMATION

(Not weighted – for informational purpose only)

1) COVER LETTER

The cover letter shall not exceed *three single-sided pages* and shall be signed by an authorized representative of the proposing firm. The letter shall include the following:

- a) An overall introduction to the proposal is required, including a statement of the Consultant's understanding of the grant writing services needs of the District including relevant experience and expertise in writing and providing similar services.
- b) Discuss the firm's specific role and present the firm's relevant qualifications for performing that role for each of the requested services. Identify the names, addresses, affiliation, e-mail addresses, and telephone and fax numbers of the key contact person(s) for the Consultant, and DUNS number.
- c) The Proposer shall emphasize those aspects of its organization and experiences that distinguish the firm from other firms who may respond to this RFP and denote why the firm is especially qualified.
- d) The Proposer shall acknowledge acceptance of all terms and conditions of the District's contract, insurance requirements, unless otherwise noted.
- e) The Proposer shall address any problem(s) that they envision to be associated with achieving the Scope of Services and cite specific suggestions for avoiding or mitigating these problems.

- 2) Complete **Attachment 1 – Firm Information Form**. In a narrative under the heading ***Firm History/Structure***, provide a brief synopsis of the firm's history, structure, and organization chart including proposed staff. Proposer shall provide an organization chart showing the Proposer's organization and the relationship of the proposed services

with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.

- 3) Complete and sign all **Attachment 2 – Proposal Certifications**. Certifications include:
 - a) Certification A. Compliance with District Ethics Policy.
 - b) Certification B. Conflict of Interest.
 - c) Certification C. Certification of Proposal; and
 - d) Certification D. LAUSD Ethics and Integrity Standards.
- 4) Provide a copy of the firm’s Business License or City/County Tax Registration Certificate.
- 5) As part of the narrative under the heading ***Litigation***, describe any litigation including case number and court, pending litigation, threatened litigation, settlements, and notices of termination against your firm or its owners for the past five (5) years. Address any litigation/lawsuits, current or anticipated, that might affect the firm’s ability to provide services including but not limited to debarment of proposer by any municipal, county, state, federal, or local agency; termination for default under a contract awarded by a public entity to the Proposer; conviction of the Proposer or any of their principals or officers for violation of a state or federal antitrust law involving proposal rigging, collusion, or restriction on competition between proposers, or conviction of violating any other federal or state law relating to proposal or contract performance; determination of Proposer as a non-responsible proposer by any municipal, county, state, federal, or local agency; any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to Proposer; any felony convictions within the past ten (10) years by any person who is an owner, director, officer, or managing employee of the Proposer. Failure to disclose any circumstances requested in this paragraph is grounds for disqualification. Any such litigation, settlement, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within thirty (30) days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Address any negative press received by the firm and breach in confidential data and how it was handled. Also, address any contract defaults in the past five (5) years or bankruptcy declaration or receivership placement in the past three (3) years.
- 6) **Insurance Requirements**

The Firm shall secure and maintain, at a minimum, insurance as set forth in Exhibit B upon award of contract.

 - a. Provide the name, address, and telephone number of your current insurance company and broker.
 - b. Provide your insurance company’s A.M. Best Rating.

Note: Certificates of Insurance are required prior to the execution of contract, but not as part of any response to this RFP.
- 7) Board Resolution, October 13, 2015, established a Disabled Veteran Business Enterprise (DVBE) participation goal of five percent (5%). Please provide the names of certified DVBE firms which may include the proposer firm and/or proposed

Subconsultants. Include copies of the DVBE certifications with the proposal, if applicable.

Proposals will be evaluated based upon the criteria in the following Sections B through G. Proposers must address each item or receive a zero score for the item.

B. PRICE/COST PROPOSAL (Weighted Value 22%)

The proposed fee schedule should be all-inclusive and presented on an hourly basis. The total cost of a project will vary based on the total hours of work provided. The Consultant shall invoice and be paid in accordance with the task order.

The Proposer's price proposal will be evaluated based upon the overall best value to the District. Overall best value shall be determined according to the overall price reasonableness, standard industry rates, and District's historical experience.

Refer to **Attachment 3 – Rate Schedule Form**. The purpose of this form is to provide a standard format by which the Proposer submits its price proposal. The fully burdened hourly rate for each labor category (senior staff, professional staff, junior staff, etc.) should include direct labor cost, overhead, general, and administrative (G&A), profit, and other relevant costs. Consultants may differentiate labor categories based on their level of experience, education, and responsibilities. No travel or parking expenses will be provided.

The Rate Schedule evaluation will cover the entire period of performance in consideration of price realism and price reasonableness. The price realism review shall consist of an assessment of whether a proposed price is realistic for the work to be performed and whether it reflects a clear understanding of the Scope of Services. The price reasonableness review will consider standard industry rates.

C. FIRM EXPERIENCE & QUALIFICATIONS (Weighted Value 20%)

Provide a short narrative under the heading *Qualifications* of the firm's qualifications in providing grant writing proposals services. The applicant should demonstrate strong experience with grant writing and familiarity with a wide range of government agencies and other funding sources.

Using **Attachment 4 – Firm Experience Form**, Proposer will be evaluated on its track record for all writing services projects performed in the last three years based on relevant work experience and past performance. Clients listed in the Firm Experience Form may be contacted by the District for verification and for evaluation of the proposing firm's past performance.

D. KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS (Weighted Value 20%)

Under the heading *“Staff Experience”* describe how your key personnel meet the Minimum Qualifications as presented in *Section 3* of this RFP.

Provide resume(s) using **Attachment 5 – Resume Form** for proposed staff who will be working on the project. Each resume shall demonstrate the individual's relevant experience, education, and training, the names of the individual's employers for the last

three (3) years and the individual's position and responsibilities with each employer. Reference to any relevant professional designations, license numbers, certifications and other credentials held by the individual.

A bachelor's degree is preferable in the areas of Communications, Journalism, Creative Writing, Marketing, or related fields with at least three (3) years' experience as a grant writer or an equivalent combination of education and experience. Personnel with a background in areas such as Mass Communications, Fundraising and Public Relations are strongly preferred.

1. Provide copies of key personnel's certification, license, credential, and/or university degree.
2. Provide a list of key personnel with names (first and last) and titles.

E. WORK PLAN/PROJECT APPROACH (Weighted Value 21%)

This selection criterion will allow the District to evaluate the proposing firm's writing ability and general approach to grant research, application, and compliance. The proposer's Work Plan/Project Approach should describe the proposer's plan and technical approach to completing projects, including but not limited to the firm's methods for:

1. Communicating and collaborating with clients.
2. Assessing LAUSD's funding needs
3. Identifying grant opportunities from various sources and evaluating whether these opportunities fit well with existing and potential District initiatives.
4. Organizing its work in preparing a grant application.
5. Data collection and narrative writing.
6. Addressing unsuccessful grant applications.
7. Grant management following successful application.

F. SMALL BUSINESS ENTERPRISE, MICRO-SMALL BUSINESS ENTERPRISE, VETERAN BUSINESS ENTERPRISE, OR DISABLED VETERAN BUSINESS ENTERPRISE PLAN (Weighted Value 15%)

Note: Points can only be obtained for one SBE OR Micro-SBE OR VBE OR DVBE, not all categories.

The District has adopted a Small Business Enterprise (SBE) Program that has a goal of SBE or Micro-SBE participation at a level of 25%. Eligibility of small firms under this program must meet the U.S. Small Business Administration size standards. The SBE/Micro-SBE participation goal is one of many selection criteria for the eventual evaluation of the qualified submittals.

Complete **Attachment 6 – SBE Utilization Form** and provide copies of all **SBE certifications** with the proposal.

Points will be given as follows with a maximum of 13 possible points:

- 1) Prime Proposer is an SBE-Certified Firm 13 points
- 2) Prime Proposer is not an SBE, but submitting a SBE-Subconsultant (up to 10 points for 25% SBE participation and above) up to 10 points

- 3) Prime Proposer is not an SBE and did not submit an SBE sub 0 points

OR

Complete **Attachment 6 – Micro-SBE Utilization Form** and provide copies of all **Micro-SBE certifications** with the proposal.

Points will be given as follows with a maximum of 15 possible points:

- 1) Prime Proposer is a Micro-SBE Certified Firm 15 points
- 2) Prime Proposer is not a Micro-SBE, but submitting a Micro-SBE Subconsultant (up to 10 points for 25% Micro-SBE participation and above) up to 10 points
- 3) Prime Proposal is not a Micro-SBE, submitting an Outreach Plan for Micro-SBE 2 points
- 4) Prime Proposer is not an SBE and did not submit a Micro-SBE sub 0 points

NOTE: Copies of current SBE/Micro-SBE certifications must be provided to evidence status as an SBE/Micro-SBE firm. If the Proposer has not been certified and desires to become certified, the requisite application is online at: <https://www.laschools.org/new-site/small-business/sbe-certification>. **The application should not be submitted** with the submittal. The application must be submitted directly online to the SBE Outreach Program office (213-241-1341) for processing **prior** to the submittal due date. The LAUSD or reciprocal agency SBE certification letter(s) must be included in the submittal.

OR

Veteran or Disabled Veteran Business Enterprise Plan (VBE/DVBE) On October 6, 2020, the Board of Education expanded its Disabled Veteran Business Enterprise to include all Veteran Business Enterprise (VBE) firms with an inclusive participation goal of five percent (5%) for all contracts and procurement activities. Using **Attachment 7 – VBE/DVBE Utilization Form**, provide the names of companies certified VBE/DVBE which may include the Proposer and/or proposed Subconsultants. Include copies of the VBE/DVBE certifications with the proposal, if applicable.

Points will be given as follows with a maximum of 15 possible points:

- 1) Prime Proposer is VBE or DVBE Certified 15 points
- 2) Prime Proposer is not a VBE/DVBE, but submitting a VBE/DVBE Subconsultant (up to 10 points for 5% VBE/DVBE participation and above) up to 10 points
- 3) Prime Proposer is not an VBE/DVBE and did not submit a VBE/DVBE sub 0 points

NOTE: Copies of current VBE/DVBE certification must be provided to evidence status as an VBE/DVBE firm. If the Proposer has not been certified and desires to become certified, the requisite application is online at: <https://www.laschools.org/new-site/small-business/sbe-certification> click on Certify Your Company Now. **The application should not be submitted** with the submittal. The application must be submitted directly online to the SBE Outreach Program office (213-241-1341) for

processing **prior** to the submittal due date. The LAUSD or reciprocal agency certification letter(s) must be included in the submittal.

MINORITY BUSINESS ENTERPRISE (MBE) (ATTACHMENT 8) AND WOMEN BUSINESS ENTERPRISE (WBE) (ATTACHMENT 9)

Proposers are encouraged to complete the MBE Utilization Report and WBE Utilization Report. These are for informational purposes only and are not given evaluation points.

G. LINKED LEARNING/ WORK-BASED LEARNING PROGRAM

(Weighted Value 2%)

On August 30, 2011, the District adopted the Work-Based Learning Resolution to encourage vendor participation in a high-quality integrated work-based learning partnership including but not limited to, internships, job shadow days, guest speaking, professional development for teaching and support staff or mentoring students to equip LAUSD graduates with 21st century skill development. Evaluation criteria include:

Higher rate opportunities will benefit a larger number of students, cover a longer period, and do more of the following (listed in descending order of value):

1. If an internship, be a paid internship (at least minimum hourly wage and transportation assistance),
2. Lead to a credential or certificate in the industry (e.g., MS-certified, Apple-certified, phlebotomist, pharmaceutical technician, etc.).
3. Provide substantive on-the-job training tied to the industry (i.e., work on a project that benefits the organization and teaches the student valuable workplace skills, not just answering phones or emptying garbage), and/or
4. Assist with school-based activities (e.g., project assessments, job-shadowing, mentoring, workplace tours, etc.).

Proposers can receive credit for already-established current programs that District students who are new to the program can access.

Visit this website for more ideas on creating a WBLP plan: <https://achieve.lausd.net/cms/lib/CA01000043/Centricity/Domain/147/Los%20Angeles%20Unified%20WBL%20Vendor%20Guidebook.pdf>

Linked Learning provides a full range of career-based activities for students, beginning as early as the elementary school years, increasing over time, and reaching a peak in high school. The sequence of experiences varies in purpose and level of intensity. During the early years, the Linked Learning experience begins with guest speakers, educational tours, and activities aimed at fostering career exposure and exploration. This initial phase is designed to teach students about the various fields available for post-secondary study and career development. In subsequent years, students are engaged in job shadowing, workplace tours, and mentorship programs, which provide opportunities for more in-depth engagement in activities that have an impact beyond the classroom and create a platform for multiple options after high school. Culminating experiences include internships, service learning, apprenticeships, and professional training programs intended to prepare students for successful entry into the workplace and post-secondary education.

IMPORTANT: If the firms proposing do not have experience related to Linked Learning, the firms may add a plan to participate in Linked Learning to receive points for this criterion. However, the firm must be able to show proof of participation and plan implementation when requested by the District.

5. SELECTION PROCESS

Evaluation of Proposals

Proposals shall be evaluated in the following order:

- a) ***Phase I Minimum Qualification:*** The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and minimum qualification requirements defined herein and will notify all disqualified Proposers. Proposals that fail to meet the minimum qualifications will be deemed non-responsive to the RFP and will not be considered further.
- b) ***Phase II Evaluation:*** Proposals that meet Phase I Minimum Qualification Requirements will be evaluated based on the Phase II evaluation criteria described above. A “*competitive range*” (shortlist) will be established, and contract award will be made to the highest-scoring Proposers.

The proposals will be evaluated and scored by an evaluation panel consisting of individuals selected by the District’s Source Selection Panel.

Proposals will be evaluated based upon the criteria in Sections 3 (Minimum Qualifications) and 4 (Response to This Request for Proposals), above. Proposals, in general, will be evaluated using the following weighted scale:

Price/Cost Proposal (Proposal Rate Schedule)	22%
Firm Experience & Qualifications	20%
Key Personnel Experience and Qualifications	20%
Work Plan/Project Approach	21%
SBE/Micro-SBE/VBE/DVBE Plan	15%
Linked-Learning/Work-Based Learning Program	2%

At the District’s discretion, to further assist in evaluation, any of the responding firms and/or individuals may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all requirements for the District.

Upon the completion of the selection process, the District will notify the firms of their selection and expect to enter into agreements with the successful firms. Following completion of the evaluation process, Proposers may request a debriefing from this office within ten (10) calendar days of the Notice of Award(s) to the proposing firm. The request should be made via email addressed as follows: stella.onuaguluchi@lausd.net and PScontract@lausd.net, include the RFP number in subject line of the email.

Proposing firms will bear all their RFP-related costs, including for any interviews. Selection for this effort will neither preclude nor guarantee a selected firm’s consideration for any follow-up project.

6. SUBMISSION

Responses to this request are limited to **25 single-sided pages** in Times New Roman 12-point font, not including the cover letter, forms/attachments, SBE/Micro-SBE/VBE/DVBE/MBE/WBE certifications, and copies of other licenses, credentials, and certifications.

Complete and sign **Attachments 1 – 9** of this RFP.

Completed submittals must be signed by the Chief Executive Officer (thereby attesting to the concurrence and commitment of all members of the joint venture) or by the Principal-in-Charge for the conduct of the work in the event a contract is awarded to the organization submitting the proposal. All information contained in the proposal should be current and factual. The Proposer shall state the name and nature of its legal entity.

Proposals must be completed in accordance with the terms of this RFP and received electronically on the date, and time and place indicated on the **“IMPORTANT INITIAL INFORMATION”** page of this RFP.

You can obtain a District SAP Vendor number at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003 WDAC E OIF SUCO SREG#.

The Proposer shall submit **an electronic version of the entire proposal** with electronic signature and Rate Schedule in Excel format to stella.onuaguluchi@lausd.net and PScontract@lausd.net by **November 25, 2024, no later than 1:00 P.M. (PST)**.

Submittals received after the date and time indicated will not be accepted. Timing factors, including, but not limited to, traffic, weather, parking, and building security, are the responsibility of the Proposer, not the District. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of submittals. The District does not validate parking.

All proposals submitted in response to this RFP shall become the property of the District.

Excel/Word and Adobe pdf versions of **Attachments 1-9** are available at the laschools.org website (<http://mo.laschools.org/fis/fcs/rfpqm-psc/>) and RAMP website (<https://www.rampla.org/s/>) listed under this RFP.

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth in this RFP unless otherwise expressly stated in the proposal. Upon the completion of the selection process, the District shall notify the firm(s) of their selection and expect to enter into an agreement with the successful proposer(s).

7. INFORMATION & QUESTIONS

All communications with the District regarding this procurement shall be governed by the District’s Consultant Code of Conduct as referenced herein in Exhibit C. All communication regarding this RFP between potential Proposers and District staff and Consultants engaged by the District shall be addressed only to the Contract Administration Manager, Stella Onuaguluchi. At no time “PRIOR” to the District’s Notice of Award shall Proposer(s) contact other District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. Doing so may subject the Proposer to disqualification.

All questions and requests for information related to this procurement **MUST** be in writing via email to stella.onuaguluchi@lausd.net and pscontracts@lausd.net, include the RFP number to the subject line of the email. All answers to questions will be in writing and posted to the website at <http://mo.laschools.org/fis/fcs/rfpqm-psc/> and <https://www.rampla.org/s/>.

All request for information/clarifications regarding this RFP **must be received prior to 12:00 noon**, on the **date indicated in the “IMPORTANT INITIAL INFORMATION”** page of this RFP.

8. DISTRICT RIGHTS

Should the proposing Consultant be awarded a Contract through this RFP process, Consultant acknowledges that the award is partly based on the veracity of the Consultant’s representations in its proposal. The District relies specifically on the Consultant’s ability to provide Services as represented in the proposal.

The District may investigate the qualifications and background of any individual or firm under consideration, require confirmation of the information furnished and require additional evidence of qualifications to perform the services described in this RFP. The District also reserves certain rights, including, but not limited to, the following:

- A. Reject any or all responses to this RFP.
- B. Revise and/or cancel the Request for Proposals.
- C. Issue subsequent Requests for Proposals.
- D. Remedy technical errors in the Request for Proposal process.
- E. Appoint evaluation committees to review qualifications or proposals.
- F. Seek the assistance of outside technical experts in qualification or proposal evaluation.
- G. Approve or disapprove the use of particular Subconsultants.
- H. Establish a short list of firms eligible for discussions after review of RFP.
- I. Negotiate with any, all, or none of the firms.
- J. Solicit best and final offers from all or some of the firms.
- K. Award a contract to one or more firms.
- L. Waive informalities and irregularities in RFP.
- M. Award without discussion.

9. PRIOR TO AWARD OF CONTRACT

- A. Consultant must be insurable to the minimums set forth in Exhibit B (Insurance Requirements) and must be able to present current insurance certificate(s).
- B. The Consultant and its employees and agents who go to school sites when students are present will be required to comply with the requirements of the California Education Code Sections 45125.1 and 45125.2 at no cost to the District. In accordance with Section 45125.1(d) all personnel going to the school site(s) must submit his or her fingerprints to the California Department of Justice (“DOJ”) in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. All personnel who may encounter students must be cleared by the DOJ (Section 42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7 will not be allowed on District property. The Consultant is responsible for the administration and all costs relating to the fingerprinting and screening by the DOJ of all candidates for positions with the District.

Confirmation of the DOJ clearance or confirmation that the fingerprints have been submitted to DOJ must be submitted to the District.

- C. If applicable, the District intends to conduct an audit of the Consultant to ascertain the Overhead rate based upon 48 CFR Federal Acquisition Regulations Systems, Chapter 1, Part 13 et. seq. The Consultant agrees to submit to this audit and enter into fee negotiations utilizing the findings of the audit.
- D. If it is anticipated that the fee is over \$5,000,000, the District intends to conduct a Due Diligence report on the firm and its principals.

10. PUBLIC RECORDS ACT

Responses to this RFP shall be subject to the provisions of the California Public Records Act. The website address is: <https://achieve.lausd.net/Page/3137> and email address: pra@lausd.net.

Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances shall the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Consultants.

All records, documents, drawings, plans, specifications and other information relating to the conduct of the District's business, including information submitted by the Consultant, shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement shall be as a stakeholder, retaining the information until otherwise ordered by a court. The Proposer, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold the District harmless from all costs and expenses including attorneys' fees, in connection with any such action.

11. FILING OF PROTESTS

All District procurements shall be conducted in a manner which assures that all prospective Consultants are afforded fair and equal consideration, and the award of District contracts preserves and protects the integrity of the procurement process. To that end, any interested party who desires to raise concerns regarding a District award shall have the right to have its complaint considered and resolved administratively by the District in an expeditious manner. "Interested party," as used herein, means an actual or prospective Proposer whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with the District's protest procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Request for Proposals document must be filed within ten (10) business days after the issuance of the RFP document. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the RFP document and RFP process even if a protest regarding a recommendation for contract award is filed.

Protests relating to a recommendation for contract award must be filed by an "interested party" within five business days after release of the Selection Notification to proposing firms. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the recommendation for contract award.

All protests shall be filed in writing and emailed to the District's Chief Procurement Officer or designee:

Matthew A. Friedman
Interim Chief Procurement Officer
Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
Email: matthew.friedman@lausd.net

No other location shall be acceptable. The protest shall, at a minimum, contain the following:

- a. The name and address of the interested party and its relationship to the procurement.
- b. Identification of the proposed procurement or contract.
- c. Substantive description of the nature of the protest.
- d. All documentation supporting the allegations of the protest.
- e. Statement of the specific relief requested.
- f. Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
- g. Signature of an authorized executive with the authority to bind the company.

The Chief Procurement Officer or designee shall make a determination on the protest normally within 10 business days after the receipt. The Chief Procurement Officer or designee has the authority to make a final determination, and the decision shall constitute the protestor's final administrative remedy.

12. CONCLUSION

This RFP shall not, in any manner, be construed as an obligation of the District to enter a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract. Proposing firms will bear all costs related to their response to this RFP and any interviews. Selection for this effort will neither preclude nor guarantee a selected firm's consideration for any follow-up project.

EXHIBIT A

TERMS AND CONDITIONS

Exhibit A

Terms and Conditions Professional Services Agreement

This Agreement is not valid, and no payment is authorized hereunder for services prior to approval of the Agreement by the District's Board of Education or Facilities Contract Office, as follows: If the Agreement amount is greater than \$250,000, the Agreement must be approved by the Board of Education prior to the start date. If the Agreement amount is \$250,000 or less, the Agreement must be approved by the Director, Facilities Contracts, or Chief Facilities Executive prior to the start date.

1. Authority of the Chief Procurement Officer

The District has final approval in all matters relating to or affecting the Services. Except as expressly specified in the Agreement, the Chief Procurement Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the District. Nothing in the Agreement shall be construed to bind the District for acts of its employees and Authorized Representatives that exceed the delegation of District specified herein.

2. Agreement/Amendment

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement and may be amended only by written amendment executed by both parties to this Agreement and approved as required by California law and District policy.

In the event of any conflict or inconsistency among the above components of this Agreement, such conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Agreement for Professional Services; (2) Exhibit A, Scope of Services; (3) Exhibit B, Fee and Payment Schedule; (4) Exhibit C, Terms and Conditions; (5) Exhibit D Code of Conduct; (6) Request for Proposals No. 25020 (the “**RFP**”), which is incorporated herein by reference as if attached hereto; and (7) Consultant’s Proposal submitted, in response to the RFP (“**Consultant’s Proposal**”), which is also incorporated herein by this reference as if attached hereto.

3. Title

Consultant hereby assigns to the District any and all rights, title and interest, including without limitation, copyrights, trade secrets and proprietary rights to the work to be performed under this Agreement. The work shall be deemed to be “works made for hire” under the Federal Copyright Laws.

4. Independent Consultant

The Consultant represents that it is fully experienced and properly qualified to perform the class of Services required for the Agreement and that it is properly licensed, equipped, organized, and financed to perform the Services. The Consultant shall be an independent Consultant. The Consultant is not an agent of the District in the performance of the

Agreement and shall maintain complete control over its employees and its Subconsultants and Suppliers of any tier. Nothing contained in the Agreement or any Subconsultant awarded by the Consultant shall create any Contractual relationship between any Subconsultant and the District. The Consultant shall perform the Services in accordance with its own methods, in compliance with the terms of the Agreement.

The District reserves the right of prior approval of all Subconsultants and retains the right to request Consultant to terminate any Subconsultant, for any reason deemed appropriate by the District, by so notifying Consultant in writing. Should said notification be submitted to Consultant, it shall terminate said Subconsultant immediately.

5. Subconsultants and Suppliers (*if applicable*)

A. Documentation and Acceptance

The Consultant shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates. Failure to submit subcontracts and certificates within the required time period shall result in the Subconsultant's not being permitted to perform Services on the Project.

B. Performance of Work

The Consultant shall:

- 1) Be responsible to the District for all acts and omissions of its own personnel, and of Subconsultants, Suppliers and their employees; and
- 2) Be responsible for coordinating the Services performed by Subconsultants and Suppliers.

Should a portion of the subcontracted Services not be performed in accordance with the terms of the Agreement, or if a Subconsultant commits or omits any act that would constitute a breach of the Agreement, the Subconsultant shall be replaced and shall not again be employed under the Agreement.

C. Acceptance of Substitution of Subconsultant

- 1) The Consultant shall notify the District in writing of any proposal to substitute a Subconsultant in place of a Subconsultant listed in the Consultant's Qualification/Proposal. Prior to such substitution the Consultant shall secure acceptance of the District. The Consultant shall submit the following information in a form similar to that contained in the Consultant's original Qualification/Proposal.
 - a) Name of Subconsultant
 - b) Location and Phone Number of Place of Business
 - c) Contact Person
 - d) Subconsultant's License(s) number and expiration date (if applicable)
 - e) Current District SBE Compliance Certification Status (if applicable)
 - f) The portion of the Services that shall be performed by each Subconsultant
 - g) Key personnel resumes

The District shall promptly initiate a review of the information submitted on each Subconsultant and transmit written notification to the Consultant concerning its decision.

- 2) The District shall not be responsible for delays incurred by the Consultant because of a timely disapproval by the District of a Subconsultant proposed by the Consultant, or for the late submittal for acceptance of a Subconsultant to the District, or because of a Subconsultant's removal from the performance of the Services.
- 3) The Consultant shall not do any of the following without the prior written consent of the District:
 - a) replace any previously accepted Subconsultant.
 - b) permit any previously accepted Subcontract to be assigned or transferred.
 - c) the Consultant may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

D. Flow-Down Requirements

- 1) The Consultant shall incorporate the following into each subcontract and require insertion of the same into all lower-tier subcontracts.
 - a) All provisions required by law, regulation, rule, or the Agreement shall apply to subcontracts and shall apply to all subcontracts of any tier.
- 2) By virtue of signing the subcontract, the following apply:
 - a) The Subconsultant acknowledges and agrees that all Services being performed by it under the subcontract shall be performed in accordance with the Consultant's Agreement with the District.
 - b) The Subconsultant agrees that it shall have the same duties and obligations to the Consultant with respect to its performance of its own Services as the Consultant has to the District under its Agreement.
 - c) The Consultant and the Subconsultant agree that the District is the third-party beneficiary of the subcontract and shall have the right to enforce all of the terms of the subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Consultant during the performance of the Services. Upon final completion of the Services, such guarantees and warranties shall inure to the benefit of the District.
 - d) The Consultant and the Subconsultant agree that nothing contained in the subcontract shall be deemed to create any privity of the Agreement between the District and the Subconsultant, nor does it create any duties, obligations, or liabilities on the part of the District to the Subconsultant except those allowed under California Law. In the event of any claim or dispute arising under the subcontract and/or the Consultant's Agreement with the District, the Subconsultant shall look only to the Consultant for any payment, redress, relief, or other satisfaction. The Subconsultant hereby waives any claim or cause of action against the District arising out of the subcontract.
 - e) This Article does not and shall not operate to relieve the Consultant of any duty or liability under the Agreement nor does it create any duty or liability on the part of the District. The Consultant shall have sole responsibility for

promptly settling any disputes between its Subconsultants and between the Subconsultants and any of their Subconsultants.

- f) No Subconsultant shall be permitted to perform the Services under the Agreement until it, or the Consultant, has supplied satisfactory evidence of required insurance to the District, in compliance with Section III, entitled “Insurance Requirements.”

6. Key Personnel

The District in entering into this Agreement has relied upon Consultant’s providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the District’s authorized representative. Any Consultant personnel to whom the District objects shall be removed from District work immediately. The District maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

7. Unauthorized Actions

Any action taken by the Consultant not in conformance with the terms and conditions of the Agreement shall be considered as unauthorized and at the sole expense of the Consultant. Consultant shall not be compensated for any actions deemed by the District to be unauthorized. No extensions of time shall be granted under the Agreement or Task Order (TO) due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any Amendments to the Agreement, issue a Purchase Order or make revisions to Task Orders (TO).

8. Change of Legal Entity or Change of Identity

If any change occurs in the legal entity of Consultant’s organization, Consultant shall immediately report such change to the District. The District shall then have the right to terminate or cancel this Agreement, take the work products of this Agreement and pay in accordance with the provisions under Suspension or Termination of Agreement.

9. Assignments

Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other. Consultant shall not subcontract any services hereunder without the prior written approval of the District.

- A. The Consultant shall not assign, transfer, convey, or otherwise dispose of the Agreement or a Task Order (TO), (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.
- B. No rights under the Agreement shall be asserted against the District, in law or in equity, by reason of any assignment of the Agreement, or any part thereof, unless authorized by the District as specified in this Article.
- C. Any assignment of proceeds of the Agreement shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the

Agreement or Task Order (TO). All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Services, pursuant to the terms of the Agreement. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Consultant to the District at least ten (10) days before payment is due.

10. No Third Parties

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the District or Consultant.

11. Incorporation by Reference

All statutory Codes and Regulations cited in this Agreement are understood by the parties to be incorporated in full by the references to those statutes and regulations herein.

12. Governing Law

This Agreement between the District and the Consultant shall be subject to the laws of the State of California.

By entering into the Agreement, the Consultant consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Agreement.

13. Permits, Licenses and Certifications

All work shall comply with the needs of the District. Consultants and all their employees shall secure and maintain such permits, certificates, licenses, and other documents required by the State, County, City or other governmental or regulatory bodies to legally engage in and perform the services to be provided under the Agreement. Consultant shall notify the District of any suspension, termination, lapses, non-renewals, or restrictions of required certificates or other documents which may be a cause for termination of the Agreement. Consultants shall observe and comply with the Department of Health Services, Cal OSHA, South Coast Air Quality Management District, State and Federal Environmental Regulations, Fire Codes and all other applicable laws, ordinances and regulations in their operations including, but not limited to, handling, storing, processing, recycling, transporting and disposal of refuse.

14. Standards of Performance

A. The Consultant shall perform and require its Subconsultants to perform the Services in accordance with the requirements of the Agreement and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Services of a similar nature. The Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that the District shall be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Agreement.

- B. The District shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services or Work, request such removal in writing. Such personnel shall be promptly removed from the Project by the Consultant at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

15. Evaluation

Consultant acknowledges that the Consultant's performance may be evaluated by the District Authorized Site Representative or other District Representatives and understands that the results of the evaluation will be made available to Consultant. The Consultant will be given an opportunity to respond, in writing to the District Authorized Site Representative with a copy to the District's Chief Procurement Officer, to any such evaluation results. Consultant agrees to cooperate fully with any such evaluation effort and agrees to promptly furnish any information that is requested by the District for evaluation purposes. Such evaluations and responses may be made available to other offices within the District, other school districts and agencies. In addition, such evaluations are subject to California's Public Records Act.

16. Public Records Act

- A. All records, documents, drawings, plans, specifications and other information relating to the conduct of the District's business, including information submitted by the Consultant, shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. Seq.). The District's use and disclosure of its records are governed by this Act. The District shall not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- B. In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement shall be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold the District harmless from all costs and expenses including attorneys' fees, in connection with any such action.

17. Publicity

Consultant shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the District or its facilities with respect to this Agreement or any party's duties or benefits hereunder without the prior written consent of the District, which may be withheld in its sole discretion. The Consultant shall treat all information and data acquired by it in connection with services hereunder as strictly confidential and shall not disclose the same to any other person or entity unless authorized in writing by the District to do so or compelled to do so by judicial or other governmental entity with the authority to require disclosure.

18. Confidentiality

Consultant agrees that for and during the entire term of the Agreement, any information, data, figures, records, findings and the like received or generated by the Consultant in the performance of the Agreement, shall be considered and kept as the private and privileged records of the District and shall not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the District. Further, upon termination of the Agreement for any cause, Consultant agrees that it shall continue to treat as private and privileged any information, data, figures, records and the like, and shall not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authorization of the District.

The Consultant shall not publish information or technical data acquired or generated by the Consultant in performing the Agreement until such time as such information or technical data is released in published reports by the District.

19. Fingerprinting

Consultants and Subconsultants (if any) shall comply with the requirements of California Education Code Sections 45125.1 and 45125.2, at no additional cost to the District. These requirements include, but are not limited to the following:

- A. Any employee or agent of Consultant, and any employee or agent of Consultant's Subconsultants, who may have contact with pupils must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. The Consultant shall be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.
- B. Consultant shall not permit an employee or other person requiring fingerprinting to come in contact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Consultant's receipt of such clearance from DOJ, Consultant shall certify in writing to District that none of Consultant, its Subconsultants and any of their employees or agent who are required by District to submit their fingerprints to the DOJ and who may come in contact with pupils have not been convicted of a felony as defined in Section 45122.1.
- C. The Consultant shall remove immediately from the District property any employee or agent (including employees or agents of its Subconsultants) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.17.

NOTE: Compliance with this requirement is only necessary if the Consultant and/or their Subconsultants shall be required to perform any type of services on District school property.

20. English-Only Policy for Business Necessity

The use of the English Language in our workplace is essential to the safe and efficient operation of business. The District requires each employee to speak English in our workplace for the performance of the service work and business issues during duty hours and when the use of the non-English language is not needed for business issues.

21. Veteran Business Enterprises (VBE)/ Disabled Veteran Business Enterprises (DVBE) and Small Business Enterprises (SBE)/Micro-SBE

The Education Code Section 17076.11 and the Board of Education of the City of Los Angeles mandate a participation goal of 25% certified small business enterprise (SBE/Micro-SBE) participation and 5% Veteran Business Enterprise (VBE/DVBE) participation in contract awards. Consultant shall cooperate with the District as it seeks to increase the SBE/Micro-SBE and VBE/DVBE participation in the total value of this Agreement, on the condition that Subconsultants and material suppliers of all tiers may be counted in achieving each goal, but that amounts passed through SBE/Micro-SBEs or VBE/DVBEs to non-SBE or non-VBE Subconsultants or material suppliers shall not be counted in achieving the applicable goal unless the same shall be approved by the District (which approval shall not be unreasonably withheld). To this end, the Consultant shall inform the District of any consultant or supplier arrangements with certified SBE/Micro-SBE and VBE/DVBE.

22. Equal Opportunity Employment/Anti-Discrimination

It is the policy of the District that, in connection with all work performed and services rendered under District Agreements, there shall be no discrimination against any active or prospective employee engaged in such work services because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, physical disability (including without limitation HIV and AIDS), mental disability, medical condition, age, political belief or affiliation, or to deny family care leave. Consultant therefore agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws. More specifically, Consultant agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; Rehabilitation Act of 1973 (Section 504); and the California Fair Employment Practice and Housing Act codified in Government Code Sections 12900 to 12996; and Labor Code Section 1735. In addition, Consultant agrees to require compliance by all Consultants and Subconsultants employed by Consultant under the Agreement.

23. Compliance with Immigration Laws

Consultant shall comply during the term of this Agreement with the provision of the Immigration Reform and Control Act of 1986 and any regulations promulgated there under. Consultant shall maintain a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker hired by Consultant after November 5, 1986, who performs services under this Agreement.

24. Sweat-Free Procurement Policy

The Board of Education of the Los Angeles Unified School District has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, “child,” “forced,” “convict,” and “indentured”) labor. All sales/goods provided to the District by the Consultant and/or their subconsultant shall be in compliance with the District’s official policy regarding “sweat-free” procurements. The Consultant shall certify that the products and services provided to the District are manufactured in strict compliance with all applicable sweatshops, child and slave labor laws of this and all other countries of the product’s origin.

For the purposes of establishing a non-poverty wage, the District uses the definition of non-poverty wages as formulated by the Union of Needle trades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services’ guidelines to determine non-poverty wages domestically. Internationally, the District recognizes the World Bank’s Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.

The objective of this policy is specifically to discourage and prevent the use of any form of “exploitive labor” but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of “sweatshop labor.”

The consequence for any violation by the Consultant in adherence to the aforementioned laws and/or provisions may result in action being taken by the District against the Consultant, which may include, but not limited to, agreed upon liquidated damages, Agreement cancellation, vendor default, and/or debarment.

25. Environmentally Preferred Product Procurement Program (when applicable)

The Los Angeles Unified School District has established a policy to buy, wherever/whenever practical, environmentally preferable products to meet its needs and to foster market development for recycled products. The District recognizes that the availability of recycled products may be periodically limited. Therefore, the policy is intended to help develop the market for recycled products, and to increase District usage of environmentally preferable products, where and when economically feasible, as the market develops.

This policy covers all procurements, both of goods and services, to support the purchase of cost competitive recycled products, and products that contain recycled content of equal utility and function, where a stable supply chain exists to meet the demands of our schools, and if there is no additional cost to the District.

Environmental Preference

The District may give a preference, all other factors being equal, for environmentally preferable products.

- A. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.

- B. The District requires all Consultants for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content shall be required to provide the amount of “post-consumer content” and/or “pre-consumer recycled content” by weight percent for the goods and materials provided.
- C. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/Consultant to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

The District shall retain the right to dispose of materials declared surplus in the manner most beneficial to the District, which may include establishing credits for the return of goods to the manufacturer/distributor/original vendor, or at public auction.

26. Intellectual Property

Consultant warrants that all work produced hereunder, whether in written or electronic form, shall be the original work of Consultant unless otherwise expressly stated in writing. The rights to any report, evaluation and/or other materials developed by Consultant in connection with this agreement shall belong to the District once payment in full has been received by Consultant for those reports and materials. The Consultant shall produce and submit all reports and materials in accordance with each project’s deliverables schedule and invoices promptly upon completion of the work that is subject of the invoice, but no less frequently than every thirty (30) days.

27. Rights in Property

- A. Title
 - 1) All property purchased by the Consultant for the District shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the Consultant.
 - 2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.
 - 3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Consultant shall not pledge or otherwise encumber the items in any manner that would result in any liens, security interest, charge, and/or claim upon or against said items.
 - 4) The Consultant shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

- B. The District property shall be used only for performing work on the Agreement or Task Order (TO) unless otherwise provided in the Agreement or approved by the District's Chief Procurement Officer.

28. Patent Policy

If Consultant's work produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Consultant shall report the fact and disclose the Invention promptly and fully to the District. District shall own in perpetuity all patent rights to the Invention and have the exclusive right to use, for any purpose, all information, materials and reports which are provided by Consultant and are developed or written by Consultant during the course of or as a result of the services which provides under this agreement, and the Consultant agrees to assign to the District all right, title and interest in and to all inventions which are conceived or first reduced to practice by Consultant during the course of or as a result of the services which you will provide under this agreement. In this regard, Consultant further agrees to cooperate with District in the preparation, filing and prosecution of any patent application, or in the maintenance of any patent, claiming any such inventions, and to execute any document required to vest title to such invention and such writings in the District.

In consideration of the compensation described in this agreement, Consultant on its behalf and on behalf of its employees agrees to grant, license, release and assign for all time to the District all right, title and interest in all copyrights/patents/intellectual property rights arising out of the services provided for under this agreement.

29. Copyright Policy

Consultant's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and the rights, interest and title to any copyrightable material produced by Consultant in the course of this agreement will vest with the District in perpetuity. The Consultant acknowledges that it has no right or title to nor interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Consultant in connection with such Services, nor any right to or interest in any copyright therein. The Consultant acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials" in this section) have been specially commissioned or ordered by the District as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the District is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.

- A. If for any reason the Materials would not be considered a work made for hire under applicable law, by signing below Consultant sells, assigns, and transfers to District all rights, interest and title to the copyright in the Materials, related registrations and copyright applications, and any related renewals and extensions in perpetuity. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Materials, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

- B. If the Materials are one to which the provisions of 17 U.S.C. 106A apply, by signing this contract the Author waives and appoints for all time the District to assert on the Consultant's behalf the Consultant's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions of the Work, in any medium, for District purposes.
- C. Consultant agrees to execute all papers and to perform other proper acts as District may deem necessary to secure these rights for District or its designee.

30. Goods and Materials

- A. The Consultant shall furnish all Goods and Materials required to complete the Services, except those designated to be furnished by the District. Unless otherwise indicated in the Agreement or Task Order (TO), Goods incorporated into the Services shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods and Materials or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Consultant may, at its option, use any Goods and Materials or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods and Materials or processes subject to the right of the District to accept or reject such alternative.
- B. Any Goods and Materials that may be purchased under the Agreement shall be transported, handled, and stored by the Consultant in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Services. All Goods & Materials shall also be stored in a manner that facilitates inspection.

31. Preferential Pricing

The District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Consultant to any other school district, state, county, municipal or local government agency for the products listed herein.

32. Product Safety Compliance (when applicable)

Consultant shall comply with applicable sections of ASTM 963.07 I 1 and shall guarantee that the products provided under this Agreement shall not contain harmful substances that exceed the levels permitted in California Proposition 65 (Title 22, California Code of Regulations, Section 25102). The Consultant shall also comply with all applicable requirements of the Consumer Product Safety Commission.

33. Representations, Warranties, and Covenants

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant represents, warrants, and covenants to District as follows:

A. Compliance with Laws and Regulations

At all times during the term of this Agreement, Consultant shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement (“Services”). Consultant represents and warrants that it has all licenses or certificates required to perform the Services or has received waivers from such requirements. The Consultant shall ensure that all Subconsultants performing Services under this Agreement are properly licensed to perform such Services. Consultant shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

B. Non-infringement

The Services shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

C. Authority

Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and shall not violate any rights of any third party.

D. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Services or restrict Consultant’s ability to complete the transactions contemplated by this Agreement, or restrict District’s right to use the Services. Consultant knows of no basis for any such action, suit, claim, investigation, or proceeding.

E. Americans With Disabilities Act (ADA)

The Consultant warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The Consultant agrees to promptly respond to and resolve any complaint regarding the accessibility of its products or services. Contractor further agrees to indemnify and hold harmless District from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

Violation of any provision of this Section shall be a breach of this Agreement subjecting Consultant to default provisions of Termination for Default.

34. Warranty of Services Provided

- A. Consultant warrants those services furnished hereunder, will conform to the requirements of this Agreement.
- B. All labor provided by the Consultant and commissioned by the Consultant shall be covered by a minimum 1-year warranty commencing on the day following the completion of work. Materials installed will be covered by the manufacturer's warranty. All warranty documents are to be given to the District at completion of the project.
- C. The written warranty provided by the Consultant shall not impose a limit on time period that a warranty claim may be filed.
- D. All warranty replacements, including shipping, will be provided without any additional cost to the District.
- E. If Consultant refuses, fails, and/or neglects to promptly commence, diligently perform and complete services required under this Agreement (or Task Order), the District may perform or arrange for the performance by others, and the amount, if any, of the cost will be paid by Consultant to the District, upon demand.

35. Safety and Security at District Sites

It shall be the responsibility of the Consultant to ascertain the District Branch or Office under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present, must be adhered to. The Consultant's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, shall be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

Considering that many of the District's schools are located in community neighborhoods, the Consultant shall have their drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

Any Consultant, whose business operation requires a DMV Biannual Inspection of Terminal (BIT), must do so under the terms of this Agreement. The Consultant shall immediately notify the District of any inspection failure.

The Consultant's representatives shall also observe all safety rules covered in the Maintenance and Operations Repair & Construction Safety Standards, found here: http://www.laschools.org/contractor/cc/pq/fs-pq/download/construction_safety%2fsafety_standards%2fSafety+Standards-Revision+2-App.pdf?version_id=314497828

36. Accident Reports

Consultant shall report in writing to the Director within fifteen (15) days after Consultant, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500) to property, if Consultant's officers, agents or employees are in any way involved in such an accident or occurrence. Such report shall contain to the extent available (1) the names and addresses of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

37. Changes

- A. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Agreement or Task Order (TO). Change does not mean work performed by the Consultant to correct defective work caused by the Consultant's negligent acts, errors or omissions.
- B. The District may at any time, and from time to time without invalidating the Agreement or Task Order (TO), make Changes in the Scope of Services. The District and Consultant shall endeavor to reach mutual agreement regarding costs and schedule associated with the Change; however, the District reserves the right to unilaterally direct the Consultant to perform the Changed Services. Such Changes, including any increase or decrease in the amount of the Consultant's compensation and/or the period of performance, shall be incorporated into the Agreement or Task Order (TO) through the issuance of an Amendment or Task Order (TO) Revision. All of the provisions of the Agreement shall apply to Changes. Upon receipt of an Amendment or Revision approved by the District, the Consultant shall continue performance of the Scope of Services as modified by the Amendment.
- C. If a Fixed Fee is a part of the compensation for the Agreement or Task Order (TO), it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Task Order (TO) with respect to the Services planned and Scheduled as set forth in the Scope of Services and is not intended to vary with actual costs for the Service. An Amendment or Task Order (TO) Revision issued hereunder may but shall not automatically, result in a Change to the Fixed Fee.

38. District Approvals

Approvals or authorization provided for in this Agreement to be given by the District must be given in writing. Any District review or approval of any submissions from Consultant in any medium is for general conformance with the District's requirements and shall not relieve Consultant of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

39. Waiver

Provisions of this Agreement may be waived by the District only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The District's approval, acceptance use or payment for any part of Consultant's services shall not in any way alter Consultant's obligations, or waive any of the District's rights, under this Agreement.

40. No Waiver

Failure of the District to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

No waiver by the District of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision.

Failure or delay by the District to insist upon strict performance of any terms or conditions of the Agreement, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of the District to insist upon strict performance of the Consultant's obligations set forth in the Agreement, or any of its rights or remedies as to any prior or subsequent default hereunder.

41. Dispute Resolution

Any claim, dispute or other matter in question (collectively, "claim") arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration. Any claim not resolved by mediation shall be resolved by arbitration in Los Angeles, California, before a single arbitrator, who shall be an attorney, in accordance with the rules of the American Arbitration Association currently in effect. Joinder of persons not parties to this Agreement is hereby expressly permitted. The parties to any arbitration shall have the right to conduct discovery pursuant to the California Civil Discovery Act of 1986. The award entered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

42. Failure to provide prompt, efficient and thorough service

If the District deems Consultant is failing to perform or provide prompt, efficient service or otherwise fails to comply with the terms of this Agreement or fails to complete the services stipulated in Exhibit A with the time limits provided herein, the District shall have the right to terminate or cancel this Agreement, take possession of any items related to Services and proceed in accordance with the provisions below governing suspension or termination of Agreement.

43. Agreement Termination or Suspension

A. Termination for Convenience

- 1) The District may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Consultant shall:
 - a) immediately discontinue all services affected (unless the notice directs otherwise); and

- b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt of the Consultant of such notice.
- 2) If the termination is for the convenience of the District, Consultant shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Consultant the sums earned for the Products/Services provided/performed prior to the effective date of termination and other costs reasonably incurred by the Consultant to implement the termination (if any).
- 3) The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Consultant in accordance with this Article shall constitute the Consultant's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination for Default

- 1) Issuance of Preliminary Notice of Termination for Default (Cure Notice).

If the District determines that the Consultant has failed to fulfill its contractual obligations hereunder, a Cure Notice shall be sent to the Consultant and each known assignee, guarantor, or surety of the Consultant.

The Consultant shall have ten (10) working days from receipt of the Cure Notice to cure its failure(s) to perform or make progress as set forth in the Notice. During the "cure" process, Consultant must sustain performance in all areas not affected by the cure notice. If the Consultant makes adequate progress within the cure period, the termination process shall be discontinued. If the Consultant fails to perform in accordance with Agreement requirements, or to make adequate progress, termination proceedings may be initiated.

- 2) The District may, by written notice to the Consultant, terminate this Agreement in whole, or in part, at any time because of the failure of the Consultant to fulfill its contractual obligations. Upon receipt of such notice, the Consultant shall:
 - a) immediately discontinue all delivery/services affected (unless the notice directs otherwise).
 - b) and deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Consultant in the performance of this contract, whether completed or in process.

Termination of this contract shall be as of the date of receipt of the Consultant of such notice.

- 3) If the termination is due to the failure of the Consultant to fulfill its contractual obligations, the District may take over the services, and complete the services by Agreement or otherwise. In such a case, the Consultant shall be liable to the

District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Consultant to fulfill its obligations, shall be charged to the Consultant and shall be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Consultant, then the Consultant shall promptly pay the amount of such excess to the District upon notice of the excess so due.

- 4) If, after the notice of termination for failure to fulfill Contract Obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience."
- 5) The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Consultant in accordance with this article shall constitute the Consultant's exclusive remedy for any termination hereunder. The rights and remedies of the District provided herein are in addition to any other rights and remedies provided by law or under this Agreement.

Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the Agreement and require delivery service as specified.

C. Suspension

The District may order Consultant to suspend service at no additional cost to the District for no more than ninety (90) consecutive days. If Consultant's services are suspended for more than 90 (ninety) consecutive days, the Consultant may terminate this Agreement by giving not less than seven (7) days' written notice.

44. Severability

In the event any Article, section, sub-article, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, sub-articles, paragraphs, sentences, clauses, or phrases of the Agreement which shall remain in full force and effect as if the Article, section, sub-article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

45. Certification Regarding Debarment – suspension or ineligibility for award

By signing this Agreement, Consultant certifies that:

- A. Consultant and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, and

- B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government Agreement or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

46. Conflict of Interest

Consultant represents that Consultant has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by Consultant. Consultant shall not conduct or solicit any non-District business while on District property or time.

Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or non-cash gratuity or payment with view toward securing any business from the District or influencing such person with respect to the conditions, or performance of any Agreements with or orders from the District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the District and Consultant.

As a condition of this Agreement, Consultant agrees to comply with the District's Code of Conduct set forth in the Los Angeles Unified School District Code of Conduct.

Should a conflict-of-interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

47. Due Diligence

The District's Office of Inspector General (OIG) may conduct a Due Diligence report on the Consultant and its principals. The District may use material from this investigation as the basis for the cancellation of an existing agreement, not awarding future Agreements, or requiring the Consultant and/or its principals to respond to any of the District's questions arising from a Due Diligence investigation.

The OIG may also conduct an Incurred Cost Audit of the Consultant. To the extent that an audit by the District, the District's independent auditors, or a designee of any of them,

discloses excess charges inaccurately or improperly attributed to this Agreement by Consultant, Consultant agrees to remit the amount of the overpayment to the District within five (5) days after demand.

48. Cost Principles

The Consultant agrees that the Agreement Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations Systems, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost in determining the fee and billing rates of the Agreement.

49. Right to Audit

Consultant shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. Consultant understands and agrees that the District has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by Consultant or anyone else associated with the work. At any time prior to the date which is four (4) years following final payment under this Agreement, Consultant shall provide the District, a copy of all such records within ten (10) business days of a written request from the District. At any time prior to the date which is four (4) years following final payment under the Agreement, the District's rights shall also include access at reasonable times to Consultant's facilities for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material which may be relevant to the audit. Consultant shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to provide records or access within the time requested shall preclude Consultant from receiving any payment due under the Agreement until such documents are provided. Consultant agrees to maintain such records for a period of four (4) years following final payment under the Agreement or if the Agreement is terminated in whole or in part until 4 years after the final Agreement close-out.

50. Inspection of Records

The Consultant shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Agreement.

The Consultant shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Consultant's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within ten (10) working days of a written request from the District. The Consultant shall, at no cost to the District, furnish assistance for such examination/audit. The District's rights under this section shall also include access to the Consultant's offices for the purpose of interviewing the Consultant's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Consultant's failure to provide records or access within the time requested shall preclude Consultant from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Consultant shall obtain from its Subconsultants and Suppliers written agreements relating to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

51. Indemnity

The Consultant shall hold harmless and indemnify the District and the Board of Education of the City of Los Angeles, its officers and employees from every claim or demand which may be made by reason of:

- A. Any injury to person or property sustained by the Consultant or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his/her performance under the Agreement, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- B. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Consultant or of any person, firm, or corporation, indirectly employed by them upon or in connection with his/her performance under the Agreement.
- C. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Agreement. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Consultant that District has infringed a patent or copyright of Consultant.

The Consultant, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Consultant notice of any such claim and to fully cooperate with Consultant in the defense and all related settlement negotiations.

52. Liquidated Damages

- A. If in the opinion of the District the Consultant at any time during the period of the Agreement, fails to properly and satisfactorily perform the service(s)/provide the product(s) called for in the Agreement, or otherwise fails or neglects to comply with the terms of the Agreement, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Consultant responsible for re-procurement costs incurred by the District.
- B. It is specifically provided and agreed that time shall be of the essence in regard to the Agreement performance requirement. Unacceptable performance may include but not limited to late/non-performance of contracted work, products not meeting specification, giving wrong prices, invoicing problems, sending unqualified personnel, etc.

- C. Should the Consultant not achieve Completion of the Work within the completion date, and as may be adjusted, the Consultant shall pay to the District the amount of Liquidated Damages for the completion date, as adjusted, any such Liquidated Damages are automatically and without notice of any kind owed by Consultant upon the accrual of each day of delay. The District may at any time deduct Liquidated Damages from any payments due or to become due to the Consultant. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Consultant, nor the District's failure or delay in notifying Consultant of the accrual of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages. The Consultant and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Task Order Amount then held, retained or controlled by the District. The Consultant and District acknowledge and agree that the Liquidated Damages are reasonable and necessary under the circumstances existing at the time this Agreement is made because of the difficulty of fixing the District's actual damages in the event of delayed completion of the Work. The Consultant and the District agree that the Liquidated Damages do not constitute a penalty. In the event that the Consultant shall fail or refuse to correct or complete items of the Work and the District elects to exercise its right to cause completion or correction of such items, the District's Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Consultant with the cost of completing or correcting such items of the Work.
- D. Liquidated damages shall be assessed on this project as follows:
- 1) The Consultant's failure to meet a due date shall incur liquidated damages in the amount of \$300 of the 1st day and \$150 for each subsequent day the contractor fails to meet a due date.

53. Time for Payments

Payments of undisputed sums due shall be made by the District within thirty (30) days after receipt by the District of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement.

54. Final Payment and Release of Claims

Consultant's acceptance of final payment by the District hereunder shall constitute a release of all claims by Consultant not identified to date against the District related to the performance of services or payment, therefore.

55. Addresses for Notices

All notices, demands, or requests shall include the Project Name and the date of this Agreement and be addressed to the parties below. In all cases where written notice is to be given under this Agreement, service shall be by certified United States mail, return receipt requested, postage prepaid, or by telecopy, personal messenger, or overnight delivery service. When so given, such notice shall be effective from the date of receipt of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notices shall be addressed as follows:

To District:

Mr. Matthew A. Friedman
Interim Chief Procurement Officer
Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
Email: matthew.friedman@lausd.net

With a copy to District, and, in the case of claims, a copy to:

Executive Officer of the Board
Los Angeles Unified School District
333 South Beaudry, 24th Floor
Los Angeles, California 90017
Facsimile: (213) 241-8443

To Consultant:

Contact Name
Title
Company Name
Address
City, State
Facsimile: (XXX) XXX-XXXX
Email Address:

END OF TERMS & CONDITIONS

EXHIBIT B

INSURANCE REQUIREMENTS

Exhibit B

Insurance Requirements

The Consultant shall secure and maintain the minimum amounts of coverage listed below to protect against claims that may arise from operations under the Agreement, whether such operations are by the Consultant, or anyone directly or indirectly employed by them. All coverage shall be from a source acceptable to the District.

Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of Agreement by the Consultant, and the District may terminate the contact without waiver of any other remedy it may have. If the District is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the District for all such damages.

In lieu of termination, the District reserves the right to purchase the required coverage(s) on the Consultant's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Consultant.

Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require LAUSD approval.

Premiums and deductible on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this agreement at no additional charge.

A. Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Consultant's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District. Acceptance of certificates of insurance by the District shall not limit the Consultant's liability under the Agreement.

B. Rating of Insurer

All policies shall be from admitted insurers with at least an A minus (A-), VII, or better rating from A.M. Best.

C. Additional Insured's

The Certificate Holder portion of the insurance certificate must be listed as follows:
*Los Angeles Unified School District and the Board of Education of the City of Los Angeles
333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017*

D. Minimum Required Coverage

The Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance (CGL)**
Includes both bodily injury and property damage.
\$1,000,000 per occurrence

\$ 100,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal and advertisement injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operation aggregate

- 2) **Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident/\$1,000,000 in the annual aggregate.
- 3) **Workers' Compensation Insurance (WC)** in a form and amount covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory limits

Part B Employers' Liability -- \$1,000,000/\$1,000,000/\$1,000,000

- 4) **Professional Liability Insurance** with a limit of not less than \$1,000,000 each claim/\$2,000,000 in the annual aggregate. If the Professional Liability Insurance policy is written on claims made basis, it shall be maintained continuously for a period of no less than five (5) years after Final Completion of the Project. The "retro date" must be shown and must be no later than the date of execution of this Agreement by District and Contractor.

E. Other Insurance Provisions. All policies required by this Agreement except Professional Liability (Errors and Omissions) and Workers' Compensation insurance are to contain, or be endorsed to contain, the following provisions:

1. *Los Angeles Unified School District and the Board of Education of the City of Los Angeles, 333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017*, as well as each of their officers, employees, consultants, agents, and volunteers, are to be covered as additional insureds.
2. For any claims related to this Project, insurance coverage shall be primary as to the District, Board of Education, and any other person or entity specified by District to be named as additional insured, as well as each of their officers, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.
3. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.

- F. Waiver of Subrogation.** For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance, the insurer shall agree to waive all rights of subrogation against District and any other person or entity specified by District as an additional insured, as well as each of their officers, employees, agents, and volunteers, for losses arising from activities and operations of an insured in the performance of services under this Agreement.
- G. Lapse in Coverage.** If Consultant or any Subconsultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and recover all damages from Consultant resulting from said breach. Alternatively, the District may purchase such coverage (but has no obligation to do so), without further notice to Consultant, and deduct from sums due to Consultant any premium costs advanced by District for such insurance.
- H. Verification of Insurance.** Consultants shall furnish the District with original certificates and amendatory endorsements effecting and evidencing coverage required by this Section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to the District. All certificates and endorsements are to be received and approved by the District before performance by the Consultant under this Agreement commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.
- I. Reserved Rights.** The District reserves the right to adjust monetary limits of insurance coverage at any time if deemed necessary in its reasonable judgment.
- J. Subconsultants.** Unless otherwise approved by the District in writing, Consultant shall include all Subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each Subconsultant. In addition, Subconsultants shall be required to maintain insurance on the same terms and with the same coverage as required of Consultant under this Agreement.
- K.** Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of contract by the Consultant and the District may terminate the contract without waiver of any other remedy it may have.

Miscellaneous

1. Any deductible under any policy of insurance required in this Section shall be Consultant's liability (responsibility).
2. Acceptance of certificates of insurance by the District shall not limit the Consultant's liability under the Agreement.
3. In the event the Consultant does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Consultant shall

pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Consultant, the District may pay for the insurance from agreement sums otherwise due to the Consultant.

4. If the District is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the District for all such damages.
5. The Consultant's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.
6. Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of Agreement by the Consultant, and the District may terminate the contact without waiver of any other remedy it may have.

END OF INSURANCE REQUIREMENTS

EXHIBIT C

DISTRICT CODE OF CONDUCT



LAUSD Ethics Office

Ask Ethics: (213) 241-3330 <https://achieve.lausd.net/ethics>

*Building Trust
Inside and out*

Exhibit C

LOS ANGELES UNIFIED SCHOOL DISTRICT Contractor Code of Conduct

(adopted 11/02, revision effective 11/06)

Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, avoidance of current or future contracts.

1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, Contractors, suppliers, manufacturers, and any other vendors, Proposers or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

2. Mission Support

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of *"educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society."* Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships, and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications,

proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

B. *Be a Responsible Proposer* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.

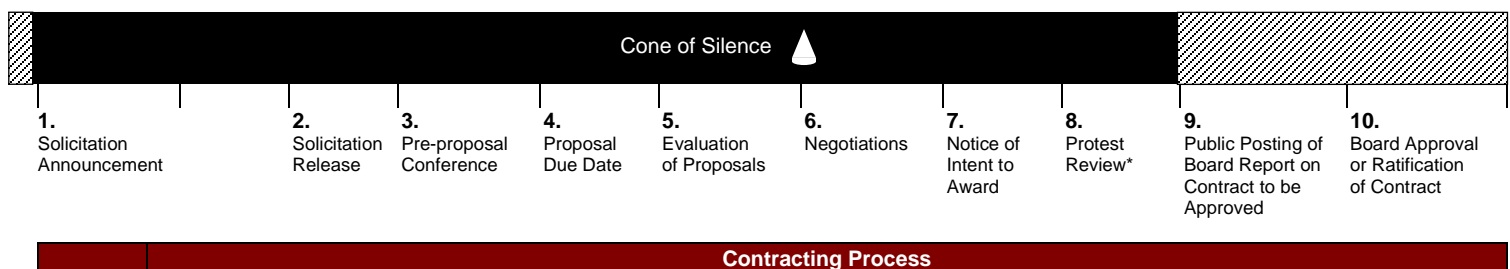
(1) Critical Factors – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax

delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any proposal, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.

C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).

(1) Competitive Contracting Process – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An "LAUSD official" is broadly defined to include "any board member, employee, Contractor or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

Schematic of LAUSD's Competitive Contracting Process (Illustrative Only)



Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.

* Note: Protests can sometimes extend past the contract approval process

(a) Prohibited Communication – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other Proposers, proposers or contractors.
- (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute.
- (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

- (b) Exceptions – The following are exceptions to the Cone of Silence:
- (i) open and uniform communications which are made as part of the procurement process such as the pre-proposal or pre-proposal meetings or other exchanges of information which are given to all proposers.
 - (ii) interviews or presentations to evaluation committee members which are part of the procurement process.
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s).
 - (iv) negotiations with LAUSD's designated negotiation team members.
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch

Examples of Maintaining the Cone of Silence

- (1) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in proposing on.
- Mai can say "hello," but she must not discuss her proposal or the contracting process at all with the division head.*
- (2) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively proposal.

D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official.
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official.
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official.
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) State Conflict Standards – LAUSD is generally prohibited by California’s Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines “making a contract” broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting proposals and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
 - (a) names and positions of all relevant individuals or entities.
 - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
 - (c) a description of the suggested remedy or safeguard for the conflict.
- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict. *Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD’s Lobbying Disclosure Program.* (See Section 5, Disclosure Obligations).

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a Contractor from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda’s work from any actual conflict of interest.

- (5) Amartya Singh is a HR Contractor from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amarty decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.

- (6) Greta Planner is a technology Contractor that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website (www.lausd.net).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.

4. Relationship Management

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
- (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.

- (2) **Health and Safety** – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
 - (3) **Drug Free Environment** – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
 - (4) **No Harassment** – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
 - (5) **Sweat-Free Conditions** – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.
- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.
- (1) **LAUSD Name and Marks** – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.
 - (2) **Commercial or Advertising Message** – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD's Board of Education.
- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:
- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
 - (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceeds LAUSD's allowable gift limit.

Example of Respecting Gift Limits

- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

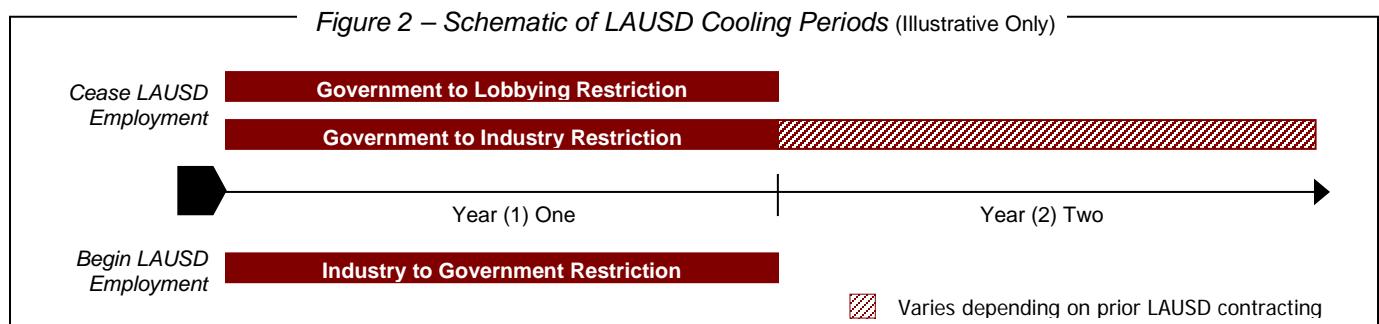
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero-tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is

awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD's contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. **Observe Cooling Periods** – Contractors and their Representatives shall observe and maintain the integrity of LAUSD's Cooling Periods. A "Cooling Period" is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD's revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD's cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:



- (1) **Government to Lobbying Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment.

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.

- (2) **Government to Industry Restriction**
- (a) **Insider Advantage Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.

- (b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

Example of Contracting Benefit Restriction

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing workload. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the proposal proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

Example of Industry to Government Restriction

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, prior to approving a contract or its amendment.

- G. *Safeguard Prospective Employment Discussions* – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

Example of Safeguarding an Employment Offer

- (1) Audit Everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.

- H. **Conduct Political Activities Privately** – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. **Make Philanthropy Voluntary** – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a proposal or proposal requirement in an open, competitive contracting process to solicit a specific type of support.
 - (1) **Guidelines for Making a Gift to a Public Agency** – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
 - (a) LAUSD must receive and control the payment.
 - (b) LAUSD must use the payment for official agency business.
 - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment.
 - Describes the official agency use and the nature and amount of the payment.
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. **Identify Current and Former LAUSD Officials** – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or Contractors who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.

- (1) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by *LAUSD's Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD's lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD's decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A "lobbying activity" is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD's lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (<https://achieve.lausd.net/ethics>). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making any governmental decisions in which they have an interest.

- (1) Applicability – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "Contractors", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:

- (a) Individual Makes Governmental Decisions – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
- (b) Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.

- (2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:

- (a) upon commencement of work with LAUSD,
- (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
- (c) upon termination of work with LAUSD.

- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other "public official" including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

Maria would be considered a Contractor under the Political Reform Act and would need to file a Form 700.

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various school facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.

6. Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee.
 - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
 - (3) Providing gifts without the necessary public disclosure when disclosure is required

- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
 - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as people living together.
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
 - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
 - (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
- S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential Proposers*
- U. *Submitting a proposal as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
 - (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding proposal solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
 - (1) Removal of offending Contractor or subcontractor.
 - (2) Implementation of corrective action plan approved by LAUSD.
 - (3) Submission of training plan for preventing future violations of the Code.
 - (4) Probation for 1-3 years.
 - (5) Rescission, voidance or termination of a contract.
 - (6) Suspension from all LAUSD contracting for a period of time.
 - (7) Prohibition from all LAUSD lobbying activities.
 - (8) Compliance with deferred debarment agreement.
 - (9) Debarment from all LAUSD procurement or contracting; or
 - (10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any proposal or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-

making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

10. Severability

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL



The Inspector General of the Los Angeles Unified School District has statutory authority to audit and investigate persons and companies that do business with the District. Identified criminal acts including fraud, kickbacks, theft, and conspiracy are pursued to the greatest extent of the law, in conjunction with Federal, State, and Local law enforcement partner agencies.

Examples of offenses and corresponding maximum sentences are:

15 U.S.C. §1 Conspiracy to Restrain Trade - 10 years
18 U.S.C. §1341 Mail Fraud - 20 years
18 U.S.C. §1344 Bank Fraud - 30 years
18 U.S.C. §1349 Conspiracy to Commit Wire Fraud - 20 years
18 U.S.C. §1956 Money Laundering - 20 years
California Penal Code §487 Grand Theft – 3 years

Offenses carry potential fines of up to \$1,000,000.

Call the OIG Hotline at (213) 241-7778 or visit <http://achieve.lausd.net/oig>

END OF LAUSD CODE OF CONDUCT

EXHIBIT D

SMALL BUSINESS ENTERPRISE GOAL FOR

SBE AND MICRO-SBE

In order to streamline the process in getting certified as an SBE/Micro-SBE with LAUSD, please follow our online certification process.

Instructions

Companies wanting to register their business and/or apply for small business enterprise certification may do so using the LAUSD vendor registration module. The registration module and help documents may be found using the links below. To begin the registration process a new user profile must be created using the website vendor portal:

- <http://www.laschools.org/new-site/small-business/sbe-certification>
- **Once you click on the website above, please click the following to register your company:**
 - Apply for a District Vendor Number before applying for certification. Click on **“Apply for Vendor Number here”**.
 - Online Certification: **“Certify Your Company Now!”**
 - After your company is registered, you can then certify as an SBE.
 - Small Business Vendors who are already SBE/Micro-SBE certified can submit Non-LAUSD SBE/Micro-SBE Certifications towards obtaining an approval.
 - NON-LAUSD SBE/Micro-SBE CERTIFICATION: To begin submitting Non-LAUSD SBE/Micro-SBE Certifications, from the Vendor Profile page, click on the “Upload Current SBE/Micro-SBE Certification” link next to the section “Non-LAUSD SBE/Micro-SBE Certifications.”

Vendor Registration Module Help Documents: Vendor Registration, E-Small Business Certification

A small business is one that meets the **U.S. Small Business Administration** guidelines for gross sales receipts (averaged over the past three years) or number of employees based upon industry. Please visit their website to find your small business size standard or applicable North American Industry Classification System (NAICS) code.

- **Small Business Size Standards**

The LAUSD **SBE certification** is recognized and accepted by the **Metropolitan Water District of Southern California** and its reciprocating agencies. However, a company must register and certify with LAUSD regardless of if you are certified with another agency. The LAUSD recognizes and accepts certifications from other major public agencies:

- State of California, Department of General Services (DGS)
- City of Los Angeles
- County of Los Angeles Department of Business and Consumer Affairs
- Metropolitan Transportation Authority

The following are definitions that will assist you in properly completing this SBE application.

Annual Receipts - "total income" (or in the case of a sole proprietorship, "gross income") plus the "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms (Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for other sole proprietorships). However, the term receipts excludes net capital gains or losses, taxes collected for and remitted to a taxing authority if included in gross or total income, proceeds from the transactions between a concern and its domestic or foreign affiliates (if also excluded from gross or total income on a consolidated return filed with the IRS), and amounts collected for another by a travel agent, real estate agent, advertising agent, or conference management service provider.

- Annual receipts of a concern which has been in business for 3 or more completed fiscal years means the receipts of the concern over its last 3 completed fiscal years divided by three.
- Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52.
- Annual receipts of a concern which has been in business 3 or more complete fiscal years but has a short year as one of those years means the receipts for the short year and the two full fiscal years divided by the number of weeks in the short year and the two full fiscal years, multiplied by 52.

CFR Part 121- Code of Federal Regulations Title 13 Part 121-PART 121--SMALL BUSINESS SIZE REGULATIONS- defines whether a business entity is small and, thus, eligible for programs reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industrial Classification System (NAICS). The LAUSD Facilities Services Division Small Business Outreach Program applies 13 CFR Part 121 in determining a firm's eligibility for Small Business Enterprise status.

Doing Business As (DBA) - Typically, a sole proprietorship is set up as the owner's name (e.g. John Smith). If an owner chooses to operate his or her business under a different name or DBA (e.g. Smith's Lawn Care) it must file a "doing business as" or DBA form with the appropriate government body.

Fiscal year - a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.

Minority-Owned Business Enterprise (MBE) – A business enterprise that is at least 51 percent owned by a minority individual or group; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority groups and whose management, and daily operations are controlled and operated by one or more of these individuals. Minority includes Black Americans, Hispanic Americans, Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan) or Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians). (Provide copy of certification.)

Woman-Owned Business Enterprise (WBE) – A business enterprise that is at least 51 percent owned by a woman or women; or in the case of any publicly owned business, at least 51 percent of

the stock of which is owned by one or more women and whose management and daily business operations are controlled and operated by one or more women. (Provide copy of certification.)

North American Industrial Classification System Code (NAICS) – NAICS codes are used by the SBA to identify and classify specific categories of business activity that represent the lines of business a firm conducts. SBA provides a full table of small business size standards. The size standards themselves are expressed either in number of employees or annual receipts in millions of dollars, unless otherwise specified. The number of employees or annual receipts indicates the maximum allowed for a firm and its affiliates to be considered small. The NAICS manual is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; by calling 1(800) 553-6847 or 1(703) 605-6000. The size standards for various NAICS code are available at: <https://www.sba.gov/content/small-business-size-standards>.

Number of Employees - For the purpose of determining Small Business status, employees counted in determining size include all individuals employed on a full-time, part-time, temporary, or other basis. Based on 13 CFR Part 121.106 the method for determining a concern's size includes the following principles:

- The average number of employees of the concern is used (including the employees of its domestic and foreign affiliates) based upon numbers of employees for each of the pay periods for the preceding completed 12 calendar months.
- Part-time and temporary employees are counted the same as full-time employees.
- If a concern has not been in business for 12 months, the average number of employees is used for each of the pay periods during which it has been in business.

Primary NAICS - In determining the primary industry or NAICS in which a firm or a firm combined with its affiliates is engaged, 13 CFR Part 121.107 considers the distribution of receipts, employees and costs of doing business among the different industries in which business operations occurred for the most recently completed fiscal year. Other factors, such as the distribution of patents, contract awards, and assets may also be considered.

Small Business Administration (SBA) – The United States Small Business Administration.

Small Business Enterprise- A small business enterprise is one that, at the time of contract award meets the following requirements:

- Is independently owned and operated, is not dominant in the field of operation in which it is proposing, has its principal place of business located in the United States and is organized for profit.

Is at least 51 percent owned, or in the case of a publicly owned business, at least 51 percent of its voting stock is owned by United States citizens or lawfully fully admitted permanent resident aliens.

- Has, including its affiliates, a number of employees or annual receipts not exceeding the regulatory requirements found in 13 CFR Part 121.

For further information and assistance in completing the online certification, please contact:

Lorena Padilla-Melendez, Small Business Program Manager 213-241-1346 at lorena.padilla@lausd.net or Manuel Carcamo at manuel.carcamo@lausd.net.

Quick Online References

1. To ascertain your small business size standard or applicable NAICS code, visit:
<https://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards> and
<https://www.sba.gov/content/north-american-industry-classification-system-codes-and-small-business-size-standards>
2. To view specific LAUSD information, visit:
Contracting Opportunities
Facilities Construction Contracts
<https://www.laschools.org/new-site/bidding-opportunities/formal-contracts/>

Contractor Prequalification
<https://www.laschools.org/new-site/prequalification/>

Professional Services Contracts
<https://mo.laschools.org/fis/fcs/rfpqm-psc/>

Architecture & Engineering Contracts
<https://www.laschools.org/new-site/bidding-opportunities/ae/>

FSD Vendor Invoice Service Desk
1-866-604-7521 or
<https://www.laschools.org/new-site/contractor-resources/quickpay>

Small Business Events & Workshops
<https://www.laschools.org/new-site/small-business/bootcamp>

END OF SMALL BUSINESS ENTERPRISE (SBE) GOAL

EXHIBIT E

VETERAN BUSINESS ENTERPRISE UTILIZATION PROGRAM

VBE/DVBE

Exhibit E

VETERAN BUSINESS ENTERPRISE UTILIZATION PROGRAM (VBE/DVBE)

It is the District's policy to encourage participation by all Veteran Business Enterprise (VBE) firms in contract activity. On October 6, 2020, the Board of Education expanded its Disabled Veteran Business Enterprise to include all Veteran Business Enterprise (VBE) firms with an inclusive participation goal of five percent (5%) for all contracts and procurement activities. Bidders/ proposers which include VBE/DVBE firms in their proposal/bid must detail the VBE/DVBE status of those firms on the VBE/DVBE Utilization Report.

- A. Firms which have a valid DVBE certification from the California Department of General Services shall be considered DVBE for the purposes of this program. The use of DVBE partners/subcontractors will also be accepted as a response. Bidders/proposers are responsible for the verification of the DVBE status of any firm represented as a DVBE firm used in any proposal or bid. Misrepresentation of a firms' DVBE status may jeopardize future contracting opportunities.

VBE firms may apply for a VBE certification through LAUSD at the following website:
<https://www.laschools.org/new-site/small-business/sbe-certification>.

Use of VBE partners/subcontractors will also be accepted as a response. Bidders/proposers are responsible for the verification of the VBE status of any firm represented as a VBE firm used in any proposal or bid.

VBE certification eligibility requirements are available at:

1. <https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 2. <https://www.va.gov/osdbu/>
 3. <https://www.sba.gov/federal-contracting/contracting-assistance-programs/service-disabled-veteran-owned-small-businesses-program#section-header-2>
- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP/IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the VBE/DVBE participation which the bidder/proposer commits to in their bid/proposal package becomes a contract requirement. The LAUSD will enforce the VBE/DVBE participation proposed.
- D. Firms claiming VBE/DVBE participation must execute a copy of the VBE/DVBE Utilization Report included in this RFP/IFB package and include it in their RFP/IFB response.

MONITORING/PENALTIES

If any firm listed on the VBE/DVBE Utilization Report as a VBE or DVBE is found not be a VBE/DVBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.

For further information and assistance in completing the online certification, please contact:

Lorena Padilla-Melendez, Small Business Program Manager 213-241-1346 at lorena.padilla@lausd.net or Manuel Carcamo at manuel.carcamo@lausd.net.

END OF VBE/DVBE GOAL

EXHIBIT F

LINKED LEARNING/WORK-BASED LEARNING PROGRAM (WBLP)

Exhibit F

LINKED LEARNING/ WORK-BASED LEARNING PROGRAM

A core component of all Linked Learning initiatives involves work-based learning, allowing students to apply their classroom learning in a professional setting and gain real-world experience. Students learn what it takes to thrive in the professional world through partnerships with local employers that offer internships, externships, and job shadows.

1. Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on:
 - 1.1. The veracity of the representations made by Contractor in Contractor's Proposal,
 - 1.2. The quality of Contractor's proposed staff and
 - 1.3. The WBLP Plan included in Contractor's Proposal.
2. Except as otherwise specified herein, Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.
3. Specifically with respect to the WBLP(s), Contractor agrees to:
 - 3.1. Work with District Linked Learning office representatives to:
 - 3.1.1. Determine what aspects of the WBLP(s) will be implemented at what time,
 - 3.1.2. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and
 - 3.1.3. Otherwise refine and finalize the WBLP.
 - 3.2. Appropriately supervise WBLP participants when those participants are on a Contractor-controlled site or otherwise in the care and under the direction of Contractor as WBLP participants.
 - 3.3. Take reasonable precautions to keep WBLP participants out of harm's way.
 - 3.4. Comply with this Agreement's Equal Employment Opportunity requirements with respect to student WBLP participants as though those students were prospective Contractor employees.
 - 3.5. Refrain from using images of District WBLP participants or disclosing participant names or data without:
 - 3.5.1. The prior written consent of the District WBLP Program Administrator and
 - 3.5.2. The written consent of those WBLP participants or their parents, as appropriate.
4. Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:
 - 4.1. The District is free to publicize its positive experiences with the Contractor and, if applicable, is also free to share, with other school districts or organizations that inquire, whatever frustrations it may have experienced in Contractor's implementation of Contractor's WBLP(s).
 - 4.2. The District will, of course, share Contractor's name and information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners.
 - 4.3. The District will also identify Contractor in District documentation regarding the District's Linked Learning program.
 - 4.4. The District may photograph participating Contractor representatives and publish those photographs in District promotional and reporting materials relating to the District's Linked Learning program; and
 - 4.5. Should Contractor fail to provide the WBLP, in particular, as provided herein, then, in addition to all other remedies to which the District may be entitled, at law and in equity, the District

may take Contractor's failure to perform as promised into consideration in the event Contractor is under consideration to provide services to the District in the future.

Vendors can find more information regarding the District's Linked Learning initiative here:

<https://achieve.lausd.net/LinkedLearningVendors>.

<https://achieve.lausd.net/Page/8112>.

END OF WORK-BASED LEARNING PROGRAM

EXHIBIT G

DRUG-FREE WORK ENVIRONMENT

Exhibit G

Drug-Free Work Environment

The objective of the District to create and maintain a work environment as free as possible from safety and health hazards to all individuals working on District's property. Drug abuse and the resulting effects on job performance can have serious repercussions. The District believes that using and/or being under the influence of drugs affects eye-hand coordination and decreases muscle coordination and memory. Therefore, the Consultant employees' ability to perform effectively on the job is impaired. The purpose of this policy is (1) to define the District's position on the use of drugs and alcohol and (2) to reduce and prevent the potentially negative impact of drug and alcohol use to Consultant employees.

It is the responsibility of the Consultant to implement and maintain a drug-free work environment and screening program to meet the District's provisions and legal considerations.

For the purpose of this policy, the term "drugs" includes alcohol and other substances, legal or illegal, that are: (1) used as medication (2) that may cause addiction, or (3) that may affect coordination or memory.

This Policy is enacted to ensure the safety and well-being of all Consultant employees on the job and to illustrate the philosophy that all Consultant employees working on District property are entitled to work in an environment free of the use and the sale of drugs. The District will not allow the use, possession, concealment, transportation, sale, promotion, purchase or distribution of drugs on District property at any time.

Furthermore, reporting or being on District property under the influence of drugs or having a testable presence of drugs in their body systems, pending investigation, may result in suspension or termination of job site access.

District reserves the right to require Consultant employees to undergo medical and/or physical examinations or tests at any time as a condition of being granted access onto District's property, including urine drug tests, breathalyzer tests, hair samples, blood tests or other examinations to determine the use of any illegal or unauthorized drugs or substances prohibited in this policy

District shall reserve the right to approve the facility utilized for sample collection and/or testing utilized by Consultants/suppliers. Workplace testing may be altered or changed at the discretion of District.

A. These tests may be utilized under the following circumstances:

1. Post-Accident. If a Consultant employee suffers an Occupational on-the-job injury (requiring treatment from a medical practitioner) or following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was damaged, unusually careless acts were performed, or where the cause was due to an employee's or other person's failure to wear prescribed personal protective equipment or follow prescribed safety rules while working on District's property, the employee will be tested. Refusal to undergo drug testing will be considered as a violation of the drug policy and the employee will be denied access to District's property.

2. Reasonable Suspicion Testing: “REASONABLE SUSPICION” means a suspicion based upon the observation of objective facts or specific behavior (or the report of such facts or behavior by a person believed to be reliable) which would lead a prudent person of ordinary intelligence to conclude that an individual may be using drugs and alcohol or in some other way is unfit to safely perform their job tasks.
3. For Cause, Reasonable Suspicion Testing will be used when there is a reasonable suspicion that a Consultant employee shows signs of possible intoxication, or is under the influence of drugs, or other facts that would lead a prudent person to be concerned about the individual’s safety, the safety of others due to the person’s physical condition or behavior covered under this policy.
4. All Consultant employees must agree to abide by this policy and must consent to drug testing and to the release of test results to their employer and/or District designated representatives as a condition of continued District job site access.

B. General Testing Procedures

1. The drug test will be taken from urine specimens and analyzed by a certified professional laboratory Consultant.
2. The contracted facility will assure proper handling of the specimens so that the sample results can be traced to the proper individual. A chain-of-custody procedure will be developed to show a paper trail of the custody of samples at all times. The facility will also take necessary steps to avoid any dilution or alteration of specimens. This will be facilitated by using tamper resistant seals on all sample bottles.
3. Confirmation of test results will be reported to the employee’s employer. The process normally takes 24 to 48 hours to complete.
4. Testing will check for the following drugs:

Amphetamines	Cocaine
Phencyclidine	Opiates
Marijuana (THC)	

5. Any Consultant employee who is tested will have the right, if requested by that Consultant employee, to see the results of their test.
6. Consultant employees who have a positive test result will have a follow up confirmation drug test supervised by the designed testing facility.
7. Once documentation of a positive drug test is received, the Consultant will be notified. The District will be notified of positive test results by the Consultant.
8. Consultant employees whose tests are confirmed positive by the confirmation drug test will be notified by the Medical Review Officer (MRO). At the earliest reasonable time, an interview with the MRO will be scheduled with the Consultant employee to discuss the impact of the positive test results on continued access to District property.

9. District and the Consultant will:

- (a) Maintain confidentiality of records associated with the administration of this policy.
- (b) When required the District will counsel Consultant management regarding the administration of this policy.

10. Prescription Drugs

- (a) Consultant employees are required to inform their employer of any use of current prescribed medicine that could affect their performance, this includes the use of medical marijuana. They may be required to provide written statements from their doctor(s) regarding the drug(s) effect on the Consultant employee's performance of job duties and to present this statement to their employer.
- (b) Consultant employees will not be allowed to operate equipment or perform their assigned job tasks if medication could interfere with safe equipment operations.
- (c) Consultant employee failure to notify their employer with a written statement from their doctor regarding the use of medication that could affect performance on the job could lead to denial of job site access.

C. Post-Accident Drug Testing

- 1. Any Consultant employee involved in an accident/incident resulting in injury/illness or property damage will be required to be tested for chemical substances within two hours of the incident (medical circumstances permitting). Failure or refusal to be tested will be considered as an insubordinate act and the Consultant employee will be denied access to District's property. All accidents/incidents reported after the fact will be subject to drug testing.
- 2. The designated medical treatment facility will be responsible for the collection of specimens assuring proper handling of samples.
- 3. Consultant employees may be required to sign a consent form for drug or alcohol screening in the event of an occupational injury/illness.
- 4. In the case of an accident/incident requiring drug screening, it will be the Consultant supervisor's responsibility to see that the appropriate releases have been signed and that the Consultant employee proceeds with testing per above. This can be completed when the supervisor transports the employee to the designated medical facility.
- 5. If the test results indicate alcohol concentration at or above (.02%) or other regulatory standards, the Consultant employee is subject to having Owner site access denied.

D. Testing for Just Cause

- 1. Upon reasonable suspicious acts, a Consultant employee may be required to take a drug test. "Just cause" testing must be approved by the employee's supervisor.
- 2. The individual observing a Consultant employee who, in their objective opinion, shows abnormal behavior, impairment, or incoherent tendencies must confirm such observation through their immediate supervisor.
- 3. If the immediate supervisor confirms such observations, the Consultant employee shall be tested by the Consultant's designated testing facility. If the employee refuses, disciplinary action to include denial of District site access will be warranted. It is the Consultant's responsibility to see that a drug test requisition is signed, and that the employee is provided transportation to the collection site for testing.

4. If the test results indicate alcohol concentrations at or above (.02%) or at or above regulatory standards, the employee is subject to District site access being denied.

E. Collection Procedures

The contracted collection facility shall adhere to procedures assuring the security of the testing procedure consistent with regard for individual privacy.

F. Positive Detection Procedure

1. No information on drug types or amounts will be released to anyone other than the employee's employer, and if applicable, the General/Prime Consultant supervising construction activities.
2. In order to ensure the accuracy of the initial test results, all positive test results will have an additional confirmation test. If the confirmation test results are positive the employee will be notified by the MRO. The employee and his supervisor will meet the following notification in a confidential setting.
3. If the test results are positive for cocaine, opiates, phencyclidine, barbiturates, amphetamines, marijuana, the Consultant employee will be denied access to District's property.
4. If the test results show an alcohol concentration equal to or above .02%, the Consultant employee will be denied access to District's property.
5. The above provision (3 and 4) also applies to incidents where an employee refuses to submit to a drug screen. Refusal to test will be considered a positive test result.

G. Violations Meriting the Denial of Access to District Property

Any employee or person will be denied access to property for the following violations, even if such violations are "first offense":

1. The Consultant employee or person refuses to submit to a search, and/or inspection, and/or drug test when requested by their employer, the District and/or (if applicable) the General/Prime Consultant.
2. The Consultant employee or person has submitted to a drug test and, in the judgment of their employer, District, (if applicable) the General/Prime Consultant and/or the approved drug testing facility, has degraded, diluted, switched, altered or tampered with their sample.
3. While on District's property, the Consultant employee or person was using, manufacturing, distributing, dispensing, selling, or possessing any alcohol or illegal drugs.

END OF DRUG-FREE WORK ENVIRONMENT

EXHIBIT H

PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

Exhibit H

Provisions Required of Federally Funded Contracts (As Applicable)

This Exhibit is made a part of and incorporated into the Agreement.

Table of Contents/Quick Reference Guide

	Provision	Contract Criteria	Required/Applicability
1.	Equal Employment Opportunity	Construction work	Yes, exact language required. 41 CFR Part 60-1.4(b)
2.	Davis Bacon Act	Construction work	Not applicable to PA grants
3.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
4.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
5.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
6.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
7.	Debarment and Suspension	All (>\$25k)	Yes
8.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Exact language and certification (certification required for contracts exceeding \$100,000)
9.	Procurement of Recovered Materials	All	Yes
10.	Access to Records	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
11.	DHS Seal, Logo, and Flags	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
12.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
13.	No Obligation by Federal Government	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
14.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.

Unless otherwise specified herein, all terms provided in this Exhibit shall apply. Should any Terms and Conditions of this Exhibit, unless inapplicable as stated herein or as expressly stated in the Agreement or Amendment thereto, conflict with terms of the original Agreement or any subsequent Amendment, the Terms and Conditions of this Exhibit shall govern.

Contractor acknowledges and agrees that should the Los Angeles Unified School District (the "District") seek federal funds to pay for or reimburse expenses for equipment or services under that certain Agreement, the applicable clauses provided in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 in addition to certain contract clauses recommended by FEMA shall apply to the Agreement. A list of the required contract provisions and their applicability are provided in the Table of Contents, which is attached hereto and incorporated herein. Contractor and the District agree to the following terms and conditions:

1. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- [Appendix II to the Uniform Rules Website - https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddb6ea7eb23b&mc=true&node=ap2.1.200_1521.ii&rgn=div9](https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddb6ea7eb23b&mc=true&node=ap2.1.200_1521.ii&rgn=div9)
- D. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A. and the provisions of paragraphs A. through H. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - 2) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - 3) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - 4) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DAVIS-BACON ACT

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The 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.
- B. Contractors are 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.
- C. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

- A. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower-tier Subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. §5.12.”

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.A. of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.A. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.A. of this section.

- C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.B. of this section.
- D. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4.A. through D. of this section and a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 4.A through D. of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- A. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II (F).
- B. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- C. Funding Agreement Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION

Suspension and Debarment

- A. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- C. This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as shown in this Exhibit. 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

9. PROCUREMENT OF RECOVERED MATERIALS

- A. 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—
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. ACCESS TO RECORDS

- A. The following access to records requirements apply to this Agreement:
 - 1) The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 4) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, Contractor and the District have executed this Exhibit on the date set forth below.

Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment 1 to Exhibit H

44 C.F.R. APPENDIX A TO PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, 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 an agency, a Member of Congress, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

Attachment 1—Firm Information Form

Full Legal Firm Name		
Firm Address		
Firm Phone #	Firm Email Address	
Federal Tax ID #	If a current LAUSD Vendor, provide Vendor # /ARIBA #	
Business Type (sole ownership, Partnership, Corporation, Joint Venture, other), (start date of business or incorporation, U.S. state of incorporation)		Duns No.
SBE / DVBE(if any) Expiration date	SBE ___yes ___no Expiration date	DVBE ___yes ___no Expiration date
Parent Company Name (if any)		
Parent Company Address		
Parent Company Phone	Parent Company Email Address	
Principal/Officer #1 (Name, including Title)	Name:	
Years with Company	Phone #:	
Principal/Officer #2 (Name, including Title)	Name:	
Years with Company	Phone #:	
Name, Title, Phone No. and Email of <u>Person Responsible for Contract</u>		
Name, Title, Phone No. and Email of <u>Contact Person for the Proposal</u>		
Total # of Employees with the Firm		
Professional License #s and Classifications Pertinent to RFQ Services		

¹Primes: If you do not have an LAUSD ARIBA Vendor Number, visit <https://www.lausd.org/Page/19814> to create one. If you have any questions or need assistance registering, contact Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net. All Subconsultants must also obtain an LAUSD Ariba Vendor Number as well. Visit <https://lausd.sourcing3.ariba.com/ad/selfRegistration> to obtain one.

Proposer: _____

Attachment 2—Proposal Certifications

CERTIFICATION A

CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The Proposer certifies that it is familiar with and in compliance with all provisions of the Los Angeles Unified School District’s (DISTRICT) Ethics Policy including: 1) no officer, principal, partner or major shareholder of the Proposer has been a Member of the Board of Education or been employed by the DISTRICT in the last 12 months; 2) no employee of the Proposer has been a Board Member or been employed by the DISTRICT within the last 12 months and a) participated in developing the Contract specifications, or b) had substantial responsibility in the area to be performed by the Contract; The Proposer has not employed as a lobbyist any former DISTRICT Board Member/Alternate or employee who left the DISTRICT within the last 12 months; and 4) the Proposer did not receive any confidential information in connection with the procurement. The Proposer also certifies that no employee or member of its proposed team, including subconsultants, participated in developing the Contract specifications, or had substantial responsibility in the area to be performed by the Contract. The Proposer further certifies that is has set forth below the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the Contract.

Former Board of Education Member, Employees:

_____	_____
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on _____, at _____.

_____	_____
Signature	Title

Proposer: _____

CERTIFICATION B

CONFLICT OF INTEREST

I hereby certify that no Conflict of Interest exists between my organization, my Contractor(s) and Sub-Contractor(s), or my Consultant(s) and Sub-consultant(s) and the DISTRICT.

PRINT NAME

SIGNATURE OF OFFICER

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Has the proposing firm had a contract(s), currently or previously, with the DISTRICT? [Yes] [No]. If your answer is "Yes", please provide the company name (or prior name) and contract number:

2. Have you or any of your team member(s) or consultant(s) ever been employed by the DISTRICT? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | |
|----|--------------------------------|------------|
| a. | Were you a full-time employee? | [Yes] [No] |
| | Part-Time employee? | [Yes] [No] |
| | As-Needed employee? | [Yes] [No] |
| | Or other, please | |

List the Name(s), Employee Number(s), Job Title(s) and explain:

- b. What were the date(s) of your employment/employment contract/consulting contract? Provide the names of departments and supervisors.

- c. Please describe your job duties and responsibilities for each DISTRICT position held? Describe past or pending disciplinary actions.

- d. What was your last date of employment? Please state the reason for your separation.

3. Are any Board of Education Member(s) or employee(s) presently serving as Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

- b. What is his/her position with your company?

- c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

4. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes]___ [No]____. If the answer is "Yes", please provide the following information for each such employee(s).

- a. What is the name of the former employee(s)?

b. (1) What was his/her title at your company?

b. (2) If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

e. What the final date(s) of his/her employment with your company?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this

declaration was executed on this _____day of _____, 2021; in the

_____,
(City) (State)

(Signature)

(Printed Name)

(Title)

Proposer: _____

CERTIFICATION C

CERTIFICATION OF PROPOSAL

- A. The undersigned hereby submits its proposal and, unless otherwise stated, agrees to furnish services to the Los Angeles Unified School District in accordance with this RFP/RFQ and the exhibits and attachments thereto.
- B. The Proposer has carefully reviewed its proposal and understands that the District will not be responsible for any errors or omissions on the part of the Proposer.
- C. It is understood that the District reserves the right to accept or reject any or all proposals and to waive any informality in any proposal received.
- D. Enclosed as a part of this proposal are the figures and data required by the specifications.
- E. This proposal shall be considered an irrevocable offer and shall be valid for 120 days from the date proposals are required to be submitted.
- F. I certify the flash drive submitted with this proposal (if requested) is a complete and accurate copy of the submitted proposal including the signature, all required attachments and any exhibits.

Date: _____

Name of Firm _____

By _____ Authorized Signature

Title _____

Address _____

Telephone () _____ FAX () _____

Federal Tax I.D. No. _____

Social Security No. _____

Proposer: _____

CERTIFICATION D

LAUSD ETHICS AND INTEGRITY STANDARDS

Compliance with LAUSD Ethics and Integrity Standards

Every Consultant and its Representatives must abide by LAUSD's Consultant Code of Conduct. A "Consultant" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors. A Consultant's "Representative" is broadly defined to include any Subconsultant, employee, agent, or any other entity acting on a Consultant's behalf.

If a Consultant or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: <https://achieve.lausd.net/Page/3048>, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any proposal or proposal as non-responsive, if this certification is not submitted in whole by the deadline required.

1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION'S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S CONSULTANT CODE OF CONDUCT ([HTTPS://ACHIEVE.LAUSD.NET/PAGE/14037](https://achieve.lausd.net/Page/14037)), WHICH I HAVE REVIEWED IN FULL I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You shall need to attach a list of all known representatives who shall conduct LAUSD work on your behalf (see Section 7).*

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION'S ETHICS AND INTEGRITY:

NAME OF RESPONSIBLE SENIOR OFFICER

POSITION TITLE

PHONE NUMBER

SIGNATURE OF RESPONSIBLE SENIOR OFFICER

DATE

E-MAIL ADDRESS

2. ETHICAL MANAGEMENT (PLEASE COMPLETE EACH LINE BELOW):

A. MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONSULTANT CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE SHALL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.	<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow;"></div>	

(INITIALS MUST BE HANDWRITTEN NOT TYPED)

3. CONSULTANT RESPONSIBILITY (PLEASE COMPLETE EACH LINE BELOW):

For each "No" answer below, attach an additional sheet of paper with the heading "Consultant Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue shall not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue shall not be repeated, and 4) the impact, if any, the issue shall have on the products or services you have proposed to LAUSD for this contract.

A. MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, <u>ANY</u> OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR PROPOSAL REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE SHALL DELIVER TO LAUSD.**

(INITIALS MUST BE HANDWRITTEN NOT TYPED)

4. CONTRACTING EXCELLENCE (PLEASE COMPLETE EACH LINE BELOW):

A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE SHALL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL PROPOSERS.

☐ Yes ☐ No

B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.

☐ Yes ☐ No

C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.

☐ Yes ☐ No

D. MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.

☐ Yes ☐ No

E. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE SHALL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.**

(INITIALS MUST BE HANDWRITTEN NOT TYPED)

5. CONFLICTS OF INTEREST (PLEASE COMPLETE EACH LINE BELOW):

A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.

☐ Yes ☐ No

B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.

☐ Yes ☐ No

C. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.

☐ Yes ☐ No

D. MY ORGANIZATION SHALL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.

☐ Yes ☐ No

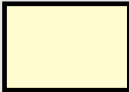
E. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.

☐ Yes ☐ No

F. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.

☐ Yes ☐ No

G. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED. ☐ Yes ☐ No

H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.** 

** Note that an LAUSD official is broadly defined to include "any board member, employee, Consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.*

6. REVOLVING DOOR RESTRICTIONS (PLEASE COMPLETE EACH LINE BELOW):

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.

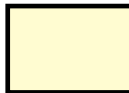
A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR SHALL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS. ☐ Yes ☐ No

B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS. ☐ Yes ☐ No

C. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS. ☐ Yes ☐ No

D. MY ORGANIZATION SHALL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL SHALL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED. ☐ Yes ☐ No

E. DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:

F. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.** 

(INITIALS MUST BE HANDWRITTEN NOT TYPED)

7. DISCLOSURE OBLIGATIONS (PLEASE COMPLETE EACH LINE BELOW):

Disclosure of Your Representatives

Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who shall act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.

Disclosure Relating to Current and Former LAUSD Officials

For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current and Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.*

A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.

C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Lobbying Disclosure

E. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (http://ethics.lausd.net). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE SHALL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	---------------------------------	--------------------------------

State-Mandated Statement of Economic Interests (for professional services contracts only)

F. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	---------------------------------	--------------------------------

If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who shall make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual shall provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals shall have to complete a Statement of Economic Interests which can be downloaded from: <http://ethics.lausd.net>.

G. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL <u>NOT</u> BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST. (INITIALS MUST BE HANDWRITTEN NOT TYPED)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

To ensure your compliance with LAUSD's disclosure obligations, please verify that all necessary attachments are included.

8. TRUST-BUILDING PRACTICES (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE SHALL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONSULTANT CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
G.	<p>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE SHALL DELIVER TO LAUSD.</p> <p>(INITIALS MUST BE HANDWRITTEN NOT TYPED)</p>	<div style="border: 2px solid black; width: 100px; height: 100px; background-color: yellow;"></div>	

Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.

ATTACHMENT 3

RATE SCHEDULE FORM

PRICE PROPOSAL AND INSTRUCTIONS

Hourly rates negotiated for the Master Services Agreement will be used for estimates when Consultant is asked to provide a proposal on a specific project issued through a Task Order. The fully burdened hourly rate should be inclusive of direct labor cost, overhead, general, and administrative (G&A), profit, and other relevant costs. No travel or parking expenses will be provided.

1. The purpose of this form is to provide a standard format by which the Proposer submits to the District a summary of costs (and attach supporting information) suitable for detailed review and analysis.

An itemized cost proposal is required for audit and negotiation purposes.

2. In addition to the specific information required by this form, the Proposer is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing and verifiable data,
- b. The judgmental factors applied in projecting from known data to the estimate, and
- c. The contingencies used by the Proposer in his proposed price.

In short, the Proposer's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate) and made available to the Contract Administrator or his representative upon request.
4. By submission of this Proposal the Proposer grants to the District the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents, and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions/audit prior to the contract award.

RATE SCHEDULE

The Proposer shall submit a Rate Schedule for the performance of all services identified in the Statement of Work. The Consultant may request an increase at the end of the initial fixed term.

Proposers are to submit fully burdened hourly rates on the Pricing Sheet for all labor classifications that will be performing under the contract.

The Rate Schedule, subject to pre-award audit and negotiations, shall be incorporated into the contract.

Proposer: _____

Attachment 3—Rate Schedule Form

BURDENED BILLING RATE BREAKDOWN

Firm Name

Number of Staff =

Position	Hourly Direct Labor Rate (\$)	<u>Total Overhead Rate Includes Fringe Benefit Cost, GA, & Overhead (percentage)</u>	<u>Fee Profit Margin (percentage)</u>	Total Burdened Billing Rate (\$)
			10.00%	
Lead Project Manager		\$0.00	\$0.00	\$0.00
Senior Project Manager		\$0.00	\$0.00	\$0.00
Senior Staff		\$0.00	\$0.00	\$0.00
Professional Staff		\$0.00	\$0.00	\$0.00
Junior Staff		\$0.00	\$0.00	\$0.00
List Other Support Positions Below		\$0.00	\$0.00	\$0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00

Effective Dates of Rates

Signature

PLEASE COMPLETE CELLS HIGHLIGHTED IN YELLOW.

Attachment 4: Firm Experience

Name of grant-writing firm: _____

Please provide the following information for every grant application your firm has prepared within the last three years.

[illegible]

Proposer: _____

Attachment 5 - Resume Form

Name:		Firm Name:				
Title				Years with Firm:		
Proposed Position:			Years' Experience with Previous Firms:			
Education Specific to Position - School/Year/Degree/Discipline:						
Other Training/Experience with LAUSD, Other School Districts, Counties, Cities, or Other Agencies:						
Bachelor's degree Certificate, if applicable. (Provide copy)						
Other Licenses/Credentials/Registrations/Certifications related to position and year acquired. (Provide copies):						
ASSIGNMENT BACKGROUND (Only completed Construction Scheduling Review and Time Impact Analysis Projects)						
Project Name/ District or Government Agency	Description	Year Completed	Client Name/ Phone # & Email	Project Value	Fee	Title/Duties
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
Availability:						

Form may be expanded to 2 pages.



Proposer: _____

Attachment 6—SBE/Micro-SBE Utilization Form

LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE (SBE) and Micro-SBE PROGRAM UTILIZATION REPORT

This selection criterion evaluates the firm's commitment to achieve the District's SBE participation goal of 25% and the commitment of the firm towards supporting and enhancing our community relationships. Complete this form and provide copies of SBE/Micro-SBE certification(s).

SBE/Micro-SBE STATUS (check one)

- ☐ Our firm meets the qualification for SBE/Micro-SBE status as defined in the Small Business Administration size standards and is certified by LAUSD*. (Attach copies of SBE/Micro-SBE certification(s))
- ☐ Our firm utilizes SBE/Micro-SBE Subconsultants/Subcontractors. (List SBE/Micro-SBE firms utilized, utilization percentage, and attach SBE/Micro-SBE certification(s))
Provide copies of all Subconsultant/Subcontractor SBE/Micro-SBE certifications.

Subconsultants/Subcontractors	SBE/ Micro-SBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor #**

- ☐ No SBE utilization

By signing below, proposers/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Name _____ Title _____

Signature _____ Date _____ Telephone _____

*LAUSD requires Primes and Subcontractors be identified as an SBE/Micro-SBE vendor with the District and must register as an LAUSD SBE/Micro-SBE vendor (regardless of any reciprocity with District recognized agencies) at:

<https://www.laschools.org/new-site/small-business/sbe-certification>

If you have questions completing the LAUSD SBE application, contact Nhu Binh Nguyen at (213) 241-7077, email nhubinh.nguyen1@lausd.net or Manuel Carcamo at manuel.carcamo@lausd.net.

**Proposers/Proposers can register at <https://achieve.lausd.net/Page/3904>, under "LAUSD Ariba Vendor.

Registration (Supplier Self Registration)." If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vs@lausd.net



Proposer: _____

Attachment 7—VBE/DVBE Utilization Form

VETERAN ENTERPRISE PROGRAM UTILIZATION REPORT

The Los Angeles Unified School District encourages participation by Veteran Business Enterprise (VBE)/Disabled Veteran Business Enterprise (DVBE) firms in procurement activity. Proposers including VBE/DVBE firms in their responses must execute a copy of this Report and include it with their RFP response. Firms which do not return this report may be determined to have no VBE/DVBE participation. Proposers that are VBE/DVBE firms shall check the first box on the form. Majority firms responding to the VBE/DVBE program will list VBE/DVBE subcontractors/subconsultants/partners.

DVBE/VBE STATUS (check one)

- ☐ **Our firm(s) is a VBE or DVBE certified. (Provide copies of the certifications.)**
- ☐ **Our firm utilizes VBE/DVBE subcontractors/subconsultants. (List DVBE/VBE firms utilized, including the percentage usage) (Provide the copies of the certifications.)**

Subcontractors/Subconsultants	DVBE/VBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor #*

☐ **No VBE/DVBE utilization**

By signing below, Proposers represent that this is an accurate representation of the DVBE/VBE status or utilization for the firm(s) participating in this contract.

Name _____ Title _____

Signature _____ Date _____ Telephone _____

*Proposers can register at <https://achieve.lausd.net/Page/3904>, under “LAUSD Ariba Vendor Registration (Supplier Self Registration).” If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vs@lausd.net.

*LAUSD requires Primes and Subcontractors identified as VBE to provide a certification through Veterans Affairs or apply for a certification with the District at the SBE website. Click on the “Certify your company now” button for the VBE certification:
<https://www.laschools.org/new-site/small-business/sbe-certification>



Proposer: _____

Attachment 8 —MBE Utilization Form

LOS ANGELES UNIFIED SCHOOL DISTRICT MINORITY BUSINESS ENTERPRISE PROGRAM (MBE) UTILIZATION REPORT

The Los Angeles Unified School District encourages participation by Minority Business Enterprise (MBE) firms in procurement activity. Proposers/proposers including MBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no MBE participation. Proposers/proposers that are MBE firms shall check the first box on the form. The majority of firms responding to the MBE program will list MBE Subcontractors/partners.

MBE STATUS (check one)

- ☐ **Our firm(s) is a certified-MBE by _____**
Expiration Date: _____
- ☐ **Our firm utilizes MBE subcontractors. (List MBE firms utilized, including their planned percentage usage.)**

Provide copies of all MBE certifications with this form.

Prime & Subconsultants/Subcontractors	MBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

☐ **No MBE Utilization**

By signing below, proposers/proposers represent that this is an accurate representation of the MBE status or utilization for the firm(s) participating in this contract.

Name _____ Title _____

Signature _____ Date _____ Telephone _____

* Proposers can register at <https://achieve.lausd.net/Page/3904>, under "LAUSD Ariba Vendor Registration (Supplier Self Registration)." If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net

For MBE certification, apply at the City of Los Angeles – website address:
[https://bca.lacity.org/Uploads/ccca/MBE WBE CERT Application.pdf](https://bca.lacity.org/Uploads/ccca/MBE_WBE_CERT_Application.pdf)

FOR INFORMATIONAL PURPOSES ONLY



Proposer: _____

Attachment 9—WBE Utilization Form

LOS ANGELES UNIFIED SCHOOL DISTRICT WOMEN BUSINESS ENTERPRISE PROGRAM (WBE) UTILIZATION REPORT

The Los Angeles Unified School District encourages participation by Women Business Enterprise (WBE) firms in procurement activity. Proposers/proposers including WBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no WBE participation. Proposers/proposers that are WBE firms shall check the first box on the form. Majority firms responding to the WBE program will list WBE Subcontractors/partners.

WBE STATUS (check one)

☐ Our firm(s) is a certified-WBE by _____
Expiration Date: _____

☐ Our firm utilizes WBE subcontractors. (List WBE firms utilized, including their planned percentage usage.)

Provide copies of all WBE certifications with this form.

Prime & Subconsultants/Subcontractors	WBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

☐ No WBE Utilization

By signing below, proposers/proposers represent that this is an accurate representation of the WBE status or utilization for the firm(s) participating in this contract.

Name _____ Title _____

Signature _____ Date _____ Telephone _____

* Proposers can register at <https://achieve.lausd.net/Page/3904>, under “LAUSD Ariba Vendor Registration (Supplier Self Registration).” If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vs@lausd.net. For WBE certification, apply at the City of Los Angeles – website address: https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY