

Procurement Services Division

Request for Proposals



Insurance Brokerage Services

RFP No. 2000003942

Release Date: January 15, 2025

Procurement Professional Services

Contracting Officer: Ladell Nicole White

Email Address: ladell.white@lausd.net

Los Angeles Unified School District

Procurement Services Division

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REQUEST FOR PROPOSAL LETTER

Date: January 15, 2025
Attention: Proposers
Subject: Request for Proposal (RFP) No. 2000003942
Insurance Brokerage Services

The Los Angeles Unified School District seeks proposals from qualified firms to provide insurance brokerage services, as outlined in the Statement of Work (SOW).

The District intends to create a bench of Master Services Agreements with two or more qualified firms. A "bench" is defined as a roster of qualified firms that provide the same services.

You are invited to submit a proposal to furnish all labor, equipment, and other related materials required for the performance of this contract, as outlined in the SOW. A zero-dollar Master Services Agreement will be established for the firms on the bench, in addition to an individual Firm Fixed Price contract, with a not-to-exceed contract amount.

The period of performance will be five (5) years, inclusive of two (2) one-year renewal options to be exercised at the sole discretion of the District. The contract will commence on July 1, 2025.

Non-Mandatory Pre-Proposal Meeting

The non-mandatory pre-proposal meeting will be on Thursday, January 23, 2025, at 2:00 p.m. (PT). The meeting will be conducted via Zoom video conferencing.

All proposers are urged to attend.

If you are interested in participating in the non-mandatory pre-proposal meeting, please RSVP via email to ladell.white@lausd.net no later than Wednesday, January 22, 2025, by 4:00 p.m. (PT). You will be provided with a meeting invitation and log-in details for the video conference after the RSVP deadline.

Proposal Due Date and Submission Instructions

Complete proposals must be delivered to the undersigned by **4:00 p.m.** on **Tuesday, February 18, 2025**. Proposals received later than the identified time and date will be rejected.

Interested proposers are directed to submit proposals via email to:

Los Angeles Unified School District
Procurement Services Division
Ladell Nicole White, Contract Administration Analyst
Email: ladell.white@lausd.net

Non-Mandatory Pre-Proposal Meeting

A Zoom account is required for the Pre-Proposal Meeting. Please ensure that your account is set up prior to the meeting. You may visit <https://zoom.us/> to set up a free account if you do not already have one.

Ground Rules and Assumptions

The ground rules and assumptions for this procurement, incorporated herein are as follows:

1. **CONTRACT TYPE** – The contract type will be **Firm Fixed Price**, with a not-to-exceed yearly total amount.
2. **PERIOD OF PERFORMANCE** – The period of performance shall be for a term of five (5) years, inclusive of two (2) one-year renewal options, commencing on **July 1, 2025**.
3. **NO OBLIGATION TO ENTER INTO CONTRACT** – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. **MODIFICATIONS AND ALTERNATIVE PROPOSALS** – The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations, or new provisions in their proposal as such restrictions or new provisions may be determined sufficiently significant to cause the proposal's rejection.
5. **ALTERNATE PROPOSALS** – In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers may also submit alternate proposals to this RFP as complete "separate" offers if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.
6. **PRE-AWARD AUDIT** – All proposers doing business with the District are subject to pre-award audits. The District Procurement Services Division may request that the Office of the Inspector General (OIG) perform pre-award audits on ALL contracts valued at over \$5 million
7. **EXPENSES** – Travel expenses are not permitted.
8. **COSTS OF PROPOSING** – Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the Proposer, without reimbursement by the District.
9. **COMMUNICATIONS WITH THE DISTRICT** – All communications with the District regarding this procurement shall be governed by the District Contractor Code of Conduct as referenced herein as Exhibit C.
10. **CONE OF SILENCE** – As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquiries made to the District Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District public posting of the Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.

11. Small Business Enterprise (SBE) and Microbusiness (MIC) participation – Proposers should make their best effort to meet the LAUSD SBE participation goal of 25%. Proposers are required to submit the SBE Utilization Report - Attachment E. See Section II – Attachment E for additional information regarding the LAUSD SBE program.
12. Veteran-Owned Business Enterprise (VBE) and Disabled Veteran Business Enterprise (DVBE) participation – Proposers should make their best effort to meet the LAUSD VBE/DVBE 5% participation goal. Proposers are required to submit the VBE/DVBE Utilization Report that is in Attachment F. See Section II – Attachment F for additional information regarding the LAUSD VBE/DVBE program.
13. Minority and Women Business Enterprise participation – The District encourages participation by minority-owned and women-owned businesses in District procurement activities. Proposers must complete the MBE/WBE participation report form and include it with their IFB/RFP response. This form is solely for Business Demographics reporting. See Attachment G
14. It is the expectation of the District that the key personnel included with this proposal will be the actual individuals assigned to the project should the proposal be accepted. Should an extreme circumstance require substitution of a key team member, the District reserves the right to approve or disapprove any requested change. This is to assure that “key” personnel and persons with vital experience and skill are not arbitrarily removed from the project by the Proposer. In the event that a replacement of a proposal team member is necessary, the Proposer shall replace that person with another person with similar experience, qualification, skill sets and rates. The District may terminate the Contract based on the loss of what the District considers “key” personnel. The District must be informed of any change in personnel through the course of the audit.
15. Work Based Learning Partnership (WBLP) Plan – A WBLP will be an RFP submittal and contract *requirement*. *“Work-based learning partnerships” are opportunities for District secondary school* students to receive practical education relating to real-life work experience. They are part of the LAUSD Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors’ businesses. Vendors can find more information regarding the LAUSD Linked Learning initiative here: <https://ctelinkedlearning.lausd.org/?cfredir=1>
16. Proposers will not be permitted to take exceptions to the following provisions within the District Terms and Conditions – Section III, Exhibit B, otherwise such Proposers may be deemed non-responsive:
 - a. Audit and Inspection of Records
 - b. Fingerprinting
 - c. Data Privacy
 - d. Limitation of Liability
 - e. Indemnification
 - f. Required Insurance Coverage
 - g. Work Based Learning Partnership (WBLP)Plan
17. The District reserves the right to make an award to more than one proposer if it is in the best interest of the District.

Key Events Schedule

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release	January 15, 2025
Pre-Proposal Conference	Thursday, January 23, 2025, at 2:00 p.m. (PT)
Deadline for Final Written Questions	Monday, January 27, 2025, at 4:00 p.m. (PT)
Proposal Due Date	Tuesday, February 18, 2025, at 4:00 p.m. (PT)
Board of Education Approval Date	May 13, 2025
Anticipated Contract Start Date	July 1, 2025

Proposer Questions

Final questions must be received by the close of business on **Monday, January 27, 2025**.

Questions shall be in writing and submitted online through the District Solicitation website at http://psd.lausd.net/procurement_solicitations_achieve.asp.

Proposers with five (5) or more questions, shall submit the questions in a Word file (Word.docx) as an attachment via email to the Contract Analyst at ladell.white@lausd.net.

Sincerely,

Ladell Nicole White

Ladell Nicole White

Contract Administration Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP No. 2000003942
Insurance Brokerage Services

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LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP No. 2000003942 Insurance Brokerage Services

SECTION I Overview of Services

Background

As the second largest in the nation, the Los Angeles Unified School District (LAUSD or District) enrolls more than 550,000 students in transitional kindergarten through 12th grade and employs over 78,000 certificated and classified staff members to carry out its public education mission. The District covers 710 square miles that includes the city of Los Angeles, as well as 25 smaller municipalities (whole or in part), and several unincorporated sections of Los Angeles County. There are over 1,500 schools and education centers with enrollments ranging from fewer than 200 to more than 2,500 students.

A. STATEMENT OF WORK

The Los Angeles Unified School District (District or LAUSD), the Los Angeles Unified School District Insurance Company (LAUSDIC), and the Los Angeles Unified School District Risk Management Authority (LAUSDRMA) are seeking qualified firms to provide comprehensive **Insurance Brokerage Services**, including the Owner Controlled Insurance Program, workers' compensation and general liability coverage to insure and/or reinsure all District operations and exposures, including but not limited to the following:

1. Various property, excess liability, reinsurance, tenant/user liability for third parties conducting special events and/or short-term leasing of District property
2. Voluntary student Accident Insurance (i.e. School Time Coverage, 24-Hour Coverage, Short term Coverage – 24 Accident Insurance) and
3. Crime, earthquake, environmental, cyber, boiler & machinery, and group travel Accidental Death and Dismemberment (AD&D)

The Contractor may, however, be requested to provide or quote the cost of other types of coverages upon request.

District **insurance programs** include:

1. Excess Liability and reinsurers (bodily injury, personal injury, auto liability, property damage, public errors and omissions, employment practices liability, cyber)
2. All Risk Property and Flood Coverages
3. Special Events
4. Crime Coverage and Faithful Performance
5. Boiler & Machinery

General Underwriting information includes:

1. The 2024-2025 District budget was \$12.3 billion; the District employs 78,874 employees
2. The 2024-2025 District value of owned structures and contents was \$22.888 billion
3. The 2024-2025 payroll was \$6.054 billion
4. The 2024-2025 District utilization of licensed road vehicles was approximately 2,601

B. REQUIREMENTS

The Contractor shall evaluate and assist in the selection and placement of insurance with carriers assigned by the District to underwrite the specified property and liability insurance programs, and market reinsurance and/or excess insurance for the District. The services include identification of markets, submission of specifications, negotiation with underwriters, and analysis of the proposal of policy forms and to facilitate meetings between underwriters.

The Contractor shall provide insurance brokerage services which shall include the following:

1. Claims-Related Services

- a. Verify insurance policies, respond to questions regarding insurance clauses, assist with and coordinate, when necessary, the handling of insurance claims and coverage questions
- b. Act as liaison between the District and the insurance carriers and assist in resolving any service, coverage, or claims management issues that may arise
- c. Monitor claims against excess carriers and assist the Risk Management Department when appropriate
- d. Provide the Risk Management Department with a quarterly report of all claims reported to excess reinsurance carriers
- e. Review losses, and upon request, make recommendations for future risk avoidance and loss prevention measures that should be adopted by the District

2. Program Marketing

- a. One Hundred Twenty (120) days prior to the beginning of each fiscal year, the District requires estimated premiums for the forthcoming fiscal year. This requires a study to project current property values, including any completed construction or contemplated acquisitions. Based on this study and a survey of current market trends in the automobile, casualty and property markets, the total cost of premiums can be projected.
- b. Prepare insurance applications, compile and format support information needed and requested by insurance company underwriters. Compile and maintain historical underwriting information
- c. Competitively market various property, liability, special event, group travel and excess insurance options
- d. Advise and include the District in direct negotiations with insurance company underwriters
- e. Propose innovative insurance policy coverages to meet unusual needs, (i.e. special event liability, difference in conditions) insurance coverage for charter schools or other district partners
- f. Advise the District on the appropriate insurance coverage(s) for the District's property and liability insurance programs at the most cost-effective rate
- g. Provide, as appropriate, information about losses, the insurance marketplace in general, financial strength of carriers, and recommended risk management practices

3. Program Analysis and Risk Transfer

- a. Recommend ways to reduce costs for the District's insurance programs and develop recommendations regarding insurance, cost saving methods and other risk financing alternatives, as required
- b. Assist the District with overseeing all cost containment measures to be implemented and evaluate and advise on appropriate risk management techniques for resolving specific risk exposure problems
- c. Provide general insurance management activities as reasonably required, making recommendations pertaining to insurance, risk administration, and other areas
- d. Develop reports relative to the insurance marketplace and the ability to retain and transfer risk in various lines
- e. Advise the District on appropriate insurance coverage for the District for those items not currently purchased, such as Excess Worker Compensation and Terrorism and others as deemed appropriate at the most cost-effective rates
- f. Prepare an insurance policy manual based upon information supplied by the District, which shall include coverage summaries of:
 - i. Historical payrolls
 - ii. Claims history
 - iii. Historical premium and self-insured retention levels
- g. Develop and prepare reports with Premium Allocation recommendations for District use

4. Insurance Policy Services

- a. Attend insurance-related meetings and other risk management-related meetings as required
- b. Cooperate with the District in the examination of audits on those policies subject to audit
- c. Assist with actuarial studies undertaken by independent actuarial firms selected by the District
- d. Prepare and distribute certificates of insurance and additional insured endorsements as requested by the District
- e. Bind coverage and provide the District with a hard copy of policies and endorsements within 60 days of inception or renewal
- f. Prepare a coverage summary page and list of contact information for each policy provided, including updated summary pages as revisions may occur
- g. Prepare and maintain a historical premium cost/loss ratio history for each insurance policy and in total
- h. Review all binders, policies and endorsements to ensure coverage as described, with no exclusions or endorsements that are not fully disclosed and approved and provide a written report to the District
- i. Secure special coverage endorsements, as needed
- j. Track renewal of insurance policies and issue binders when appropriate to prevent coverage lapses
- k. Provide on-site customer service in the event that a claim is filed (i.e., fire)

6. Program Management

- a. Attend weekly status meetings as required by the District

7. LAUSD Risk Management Authority Program Administration, Brokerage and Bookkeeping

Contractor shall provide all of the following services to LAUSDRMA as described below:

- a. Act as a liaison for communications among or between all parties involved in the Program, including LAUSDRMA, its participating members, insurance carriers and others, upon request
- b. Develop and recommend to LAUSDRMA insurance and other risk financing or loss funding programs, techniques and methods, including incidental insurance purchases such as Trustee's Errors & Omissions and Public Employee Dishonesty
- c. Develop underwriting information necessary to administer LAUSDRMA's programs
- d. Monitor the program to assure its continuing balance of coverage scope, cost, service and stability
- e. In the event that any excess insurance is written for the program, unless LAUSDRMA gives Contractor contrary written instructions, Contractor will provide information to LAUSDRMA's Claims Administrator necessary to implement the practice of notifying all excess insurance carriers whenever LAUSDRMA or one of its members has requested that notice of a claim be given to the primary carrier.
- f. Assist LAUSDRMA, and where applicable LAUSDRMA's third party claims administrator, in settlement issues with insurance carriers. However, it is understood and agreed that Contractor is not providing claims management services under this agreement.
- g. Coordinate, as requested by LAUSDRMA and/or its participating members, safety/loss control programming and assist in the development of loss prevention materials
- h. Review coverage provided by LAUSDRMA to its members. Collect comprehensive underwriting data on each Member applying for membership to LAUSDRMA. Analyze data and loss information. Provide a written report to the Board of Directors, summarizing the exposures, loss experience and risk management structure as required by LAUSDRMA. Provide support documentation on all areas of concern, which need to be addressed by the Board regarding possible exclusions of undesirable exposures.
- i. Issue, amend, endorse and maintain Memorandum of Coverage forms and insurance policies
- j. Issue, secure and maintain Certificate of Coverage on behalf of LAUSDRMA
- k. Provide ongoing information on the status of the insurance industry and the markets
- l. Prepare agendas, set up meetings, and provide other general administrative functions
- m. Record and distribute minutes of meetings to all Board members
- n. Act as the central clearinghouse for dissemination of information
- o. Assist Members on matters of liability insurance coverage required of contractors
- p. Work with LAUSDRMA committees and coordinate the activities of the committees
- q. Attend meetings of LAUSDRMA as requested

- r. Serve as custodian of official records of LAUSDRMA, except as otherwise provided
- s. Meet performance standards established by the Board
- t. Check-writing for administrative expenses
- u. Reconcile administrative check (checking) account activity quarterly
- v. Preparation of monthly checking account activity statement
- w. Receipt of monthly reports from Investment Advisor
- x. Preparation of cover letters for review of LAUSDRMA Treasurer on monthly investments report
- y. Preparation of monthly report of investment cover letters for review by LAUSDRMA Treasurer
- z. Gathering of data quarterly for preparation and compilation of Estimated Interest Earning Report
- aa. Preparation of Balance Sheet, Profit and Loss YTD Comparison, and Profit and Loss Previous Year Comparison Monthly
- bb. Gathering of data to submit to auditors annually
- cc. Requesting estimated and final payroll information from cities
- dd. Tracking on spreadsheet payroll information to compare estimated to actual payrolls
- ee. Submit invoices to cities for:
 - i. Annual premium
 - ii. Annual admin fee; and
 - iii. Miscellaneous invoices as needed
- ff. File State Controller's report annually
- gg. Annual budget preparation (to be reviewed by LAUSDRMA Treasurer)
- hh. Tracking on spreadsheet of expenditures/appropriates to present to each LAUSDRMA meeting
- ii. Assist LAUSDRMA Treasurer in request of monies from investment accounts
- jj. Gathering of financial data to send to Contractor for meetings
- kk. Monitoring and distribution of retrospective refunds to members
- ll. Keeper of financial records
- mm. Provide Auditor with all required information
- nn. Provide Contractor a list of all outstanding Final Audit items necessary for meeting Critical Path deadlines
- oo. Identify missing vendor "Confirmations"
- pp. Preparation of (Quarterly Compilation)
- qq. Preparation of Quarterly Estimated Interest Earning Report
- rr. As directed, transfer monies to and from the Local Agency Investment Fund under authority granted by the Board
- ss. Other duties as mutually agreed by the Parties

C. DELIVERABLES

The deliverables expressed in the Statement of Work are outlined in the table below.

All deliverables shall be delivered to the LAUSD Risk Management Authority (LAUSDRMA).

Item	Description	SOW Reference	Due Date
1.	Insurer(s) Recommendation Report/ Proposals	B.2	Two months prior to the end of the fiscal year
2.	Quarterly Reports	B.1.d	Quarterly
3.	Insurance Manuals	B.3.f	60 days after policy inception or renewal
4.	Program Analysis and Risk Transfer Reports	B.3.g	Quarterly
5.	Hard copy or electronic copies of Policies and Endorsements	B.4.d	60 days after policy inception or renewal
6.	Reports required of LAUSDRMA Administration	B.7	See B.7

End of Statement of Work

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP No. 2000003942
Insurance Brokerage Services

SECTION I
Evaluation Criteria

A. Evaluation and Selection

Proposals shall be evaluated for responsiveness to the requirements of the RFP and on the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP document. Refer to **Instructions to Proposers** (IP-11), for the definition of responsibility. A Proposal that does not meet the requirements may be rejected for being non-responsive and/or non-responsible.

Any contract resulting from this RFP shall be awarded to that responsible and responsive firm(s) who offers a justifiably fair and reasonable price, and the overall best value.

Proposals shall be evaluated in the following order:

1. Phase I Minimum Qualification Review: The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and the minimum qualification requirements as defined herein. Proposals that are deficient in meeting the minimum qualifications at the time of proposal submittal will be deemed non-responsive to the RFP and granted no further consideration.
2. Phase II Technical Evaluation: Proposals that meet Phase I Minimum Qualification requirements will be evaluated based on the Phase II evaluation criteria herein. The Source Selection Committee for this procurement will determine which firms fall within the competitive range of scores.

The Source Selection Committee will recommend which firm(s) within the competitive range shall receive a contract offer. Firms, both within and outside of the competitive range, will be notified of their status. Despite a recommendation of the Source Selection Committee, contract awards will be subject to approval of the District Board of Education.

B. Phase I – Minimum Qualifications – Pass/Fail

Proposing firms shall meet the minimum qualifications requirements at the time of proposal submittal.

Proposers must provide proof of compliance with the minimum requirements in order to move forward to the Phase II Technical Evaluation.

Firms failing to meet the minimum qualifications will be deemed non-responsive and will be removed from further consideration.

Minimum Qualifications	
1.	Proposers must have a minimum of 5 years of experience providing insurance coverage to a large government agency
2.	Proposers must be a licensed brokerage firm through the Department of Insurance in the State of California
3.	The proposed Project Manager must have a minimum of 10 years of experience handling multi-million-dollar self-insured clients
4.	Proposers must have placed coverage for clients using companies domiciled in the United Kingdom (UK), as well as other European countries, Bermuda and the United States
5.	Proposers must have a minimum of 5 years of joint power authority/captive operations experience

C. Phase II – Technical Evaluation Criteria

Proposals meeting the Minimum Qualifications will be scored as follows:

1. Experience and Qualifications of Firm	25 points
2. Experience and Qualifications of Proposed Personnel	20 points
3. Work Plan/Project Approach	15 points
4. Price Proposal	30 points
5. Work-Based Learning Partnership (WBLP) Plan	5 points
6. <u>Small Business Enterprise (SBE) Participation</u>	<u>5 points</u>
Total Points	100 points

Proposals will be evaluated by a Source Selection Committee of internal and external stakeholders based on the following criteria:

1. Experience and Qualifications of Firm – 25 points

The experience and qualifications of the proposing firm shall be evaluated according to the following criteria, in equal order of importance.

- Does the firm adequately detail their experience, expertise, resources, and capacity to perform the Statement of Work?
- Does the firm demonstrate experience representing clients with large Self-Insured Retentions (SIR), placing Excess Liability insurance and reinsurance coverage? Does the firm have access to multiple markets (domestic and/or international)?

- c. Does the Proposer demonstrate experience evaluating Property and Casualty Insurance Markets? Has the firm placed coverage for large volume accounts in excess of \$15 million?

2. Experience and Qualification of Proposed Personnel – 20 points

The experience and qualifications of proposing personnel shall be evaluated according to the following criteria, in equal order of importance.

- a. Does the proposed Project Manager have the necessary experience and expertise to provide the full range of services, including the ability to “shop” the markets for the best placement of District coverages?
- b. Do the proposed personnel have the necessary qualifications, education and preparation to successfully deliver the services under this contract?

These requirements may be verified through resumés and cover letters of proposed personnel, as well as the Client Reference Form (Attachment H)

3. Work Plan/Project Approach – 15 points

The proposed work plan and project approach shall be evaluated according to the following criteria, in equal order of importance.

- a. Does the proposed plan demonstrate an understanding of the project by the firm? Does the work plan delineate a clear, precise, and detailed approach for a large-scale insurance program implementation? Is the overall organizational approach well-conceived, and does it most clearly address all the tasks required by the SOW with logical and realistic approaches to the Insurance Brokerage Services requirements?
- b. Does the proposed plan demonstrate evidence of thinking through the logical sequence of events for the placement of insurance coverage, re-insurance, and understanding of multiple market strategies?
- c. Does the proposed insurance market strategy appear extensive and effective?

4. Price Proposal – 30 points

The proposed price shall cover the entire contract term, including extended warranty and renewal option periods. The Price Proposal shall be evaluated based upon overall best value to the District. Best value shall be based on price realism and price reasonableness in providing the required services. Price realism shall consist of an assessment of whether the proposed price is realistic for the work to be performed and whether it is reflective of a clear understanding of the equipment specifications, service requirements, and pricing guidelines as outlined in Statement of Work.

5. Work-Based Learning Partnership (WBLP) Plan – 5 points

The WBLP Plan must detail strategies for implementing a WBLP plan. Higher-rated plans will provide opportunities that will benefit a larger number of students, cover a longer period, and may consist of one or more of the following (listed in descending order of value):

- a. A paid internship (at least minimum hourly wage and transportation assistance)
- b. Lead to an industry credential or certificate (e.g., MS-certified, Apple-certified, phlebotomist, pharmaceutical technician, etc.)

- c. 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
- d. Assist with school-based activities (e.g., project-assessments, job-shadowing, mentoring, workplace tours, etc.)
- e. Proposers can receive credit for already-established programs that District students can access

6. Small Business Enterprise Participation – 5 points

SBE participation will be evaluated using the SBE Utilization Report (Attachment E) and verified in SAP. Proposers with a verifiable certification shall receive maximum points.

Note: The points allocated to a proposal for SBE utilization will be in proportion to the percentage of SBE utilization claimed. For example, a vendor that proposes 25 percent SBE participation will receive 25 percent of the five (5) possible percentage points (i.e., $5 \times 0.25 = 1.25$) and a certified SBE with 100 percent participation would get the full five (5) points.

D. Basis of Award

Subject to the provisions herein, a contract award will be made to the responsive and responsible proposer(s) that receives the highest total score, with the appropriate consideration given to the evaluation factors stated herein.

The District has the right to select one or more proposers.

Furthermore, the District reserves the right to reject a firm as non-responsive regardless of the stage of the procurement process, if there is a failure to successfully negotiate the price, terms and conditions, or a failure of the firm to satisfy any of the final requirements.

The District reserves the right to make an award to other than the lowest cost proposer.

End of Evaluation Criteria

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP No. 2000003942
Insurance Brokerage Services

Proposal Submittal Requirements

A. General Format of Proposal and Submittal Instructions

Interested Proposers are directed to submit their complete proposal to the Contract Analyst via email. All documents must be converted and saved as Adobe PDF (.pdf) files, including those requiring signatures. Files may not exceed 20 megabytes (MB). **No links to external folders will be accepted.**

A complete proposal includes the following clearly labeled, separate files:

- One (1) PDF of Volume I – Technical Proposal
- One (1) PDF of Volume II – Certification Forms
- One (1) PDF of Volume III – Price Proposal

Documents must be single-spaced, with a minimum font size of 10. Do not include promotional or advertising materials.

B. Proposal Content

A complete proposal shall have the following components and must be arranged in the following order:

Volume I – Technical Proposal

1. Cover Letter

The cover letter shall not exceed three (3) single pages and must be signed by an authorized representative of the proposing firm. The cover letter shall include the following:

- a. In your own words, provide a brief summary of the requested services
- b. A description of the firm's specific role, as it relates to the RFP, and qualification for performing that role. Identify the name, business address, affiliations, email address and telephone number(s) of each key contact person
- c. An explanation of the anticipated issues related to the delivery of services outlined in the Statement of Work. Provide specific suggestions for avoiding or mitigating these issues
- d. Acknowledgement and acceptance of all terms and conditions related to District contract and insurance requirements, unless otherwise noted

The District does not allow exceptions to terms and conditions for Bench contracts. Strike-throughs indicated on the sample contract will not be considered.

Additionally, exceptions are not permitted for the following forms:

- Instructions to Proposers (IPs)
- Contractor Code of Conduct
- Small Business Enterprise Utilization Report
- Proposal Letter/Certificate of Acceptance
- Ethics and Integrity Standards

- e. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) shall include a complete disclosure of any civil litigation, settlement, arbitration, or proceeding to which it is a party, and which is pending or was concluded within one year from the date of this RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. 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 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

2. Table of Contents

3. Minimum Qualifications

Submit a statement and supporting documentation addressing the Minimum Qualifications for proposing firms that specifies how compliance was achieved for each of the requirements identified in Section I Evaluation Criteria, items B and C. Note: References must submit the Client Reference form (Attachment H) directly to the Contract Analyst.

Firms failing to meet the minimum qualifications will be deemed non-responsive and will be removed from further consideration.

4. Experience and Qualifications of Firm

Submit a statement and supporting documentation addressing the experience and qualification requirements for proposing firms outlined in the Statement of Work

5. Experience and Qualifications of Proposed Personnel

Submit a statement and supporting documentation addressing the Minimum Qualifications for personnel of proposing firms (documentation may include resumés)

6. Work Plan/Project Approach

Submit a detailed work plan describing the approach to fulfilling all requirements outlined in the Statement of Work and Technical Evaluation

7. Work-Based Learning Partnership (WBLP) Plan

Submit a work-based learning plan as described in the Technical Evaluation Criteria

Volume II – Certification Forms

1. Proof of general liability, professional liability, cyber liability, automobile, and workers compensation insurance, meeting the minimum coverage amounts in Section III – Exhibit A, or a statement certifying that, if awarded a contract, firm will obtain the required coverage and amounts
2. Attachment B Proposal Letter/Certificate of Acceptance
3. Attachment C Compliance with LAUSD Ethics and Integrity Standards
4. Attachment D California Public Records Act (PRA)
5. Attachment E Small Business Enterprise (SBE) Utilization Report
6. Attachment F Veteran Business Enterprise Utilization Report
7. Attachment G Minority and Women Business Enterprise Demographics Report
8. Attachment H Client Reference Form
9. Attachment I Fingerprint and Criminal Background Check Certification

Volume III – Price Proposal

Submit a Price Proposal to perform all services as outlined in the Statement of Work. Refer to Attachment A of this RFP for the Price Proposal form.

All prices, rates and fees must be fully burdened and inclusive of tax, direct labor cost, overhead, general and administrative (G&A) expenses, and profit. The fully burdened **Firm Fixed Prices** shall be fixed for the duration of the contract.

Complete the Price Proposal form in its entirety and include the form and a billing schedule with the submittals.

The District encourages proposers to address all requirements and deliverables outlined in the Statement of Work. The District will not accept a partial response to components of the SOW for this solicitation. Price proposals will be evaluated on total cost/price. The District may consider alternative pricing models such as tiered discounts, monthly, or annual pricing.

Proposers should provide the best competitive prices on initial submission.

Incomplete price proposals may cause the proposal to be deemed non-responsive. Failure to comply may result in a rejected proposal.

The District retains the right to use the deliverables as it sees fit without additional charge.

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

End of Proposal Submittal Requirements

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION I Instructions to Proposers

<u>Instruction No.</u>	<u>Description</u>
IP-1	Examination of RFP Documents
IP-2	Interpretation of RFP Documents
IP-3	Preparation of Proposal
IP-4	Modifications and Alternative Proposals
IP-5	Pre-Proposal Conference
IP-6	Addenda
IP-7	Signing of Proposal and Authorization to Negotiate
IP-8	Withdrawal of Proposals
IP-9	Insurance Requirements
IP-10	Submission of Proposal
IP-11	Proposal Evaluation Process
IP-12	Debriefing
IP-13	Public Records Act
IP-14	District Rights
IP-15	District Ownership of Products
IP-16	Communication with the District
IP-17	Disqualification of Proposers
IP-18	Execution of Contract
IP-19	Fingerprinting
IP-20	Filing of Protests
IP-21	Small Business Enterprise (SBE)
IP-22	LAUSD Ethics Standards
IP-23	Mandatory Lobbying Disclosure
IP-24	Pre-Award Audits

SECTION I

Instructions to Proposers

To be considered by the District for a contract award, proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

IP-1 Examination of RFP Documents

The proposer shall be solely responsible for examining the enclosed RFP Documents, including any addenda issued during the Proposal period and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the services in the event the proposer is selected. No relief for error or omission will be given.

IP-2 Interpretation of RFP Documents

Prospective proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via to the LAUSD Solicitation website (https://psd.lausd.net/procurement_solicitations_achieve.asp). The District response to requests for interpretation or clarification which require a change in the Statement of Work or in the RFP requirements will be made in writing via RFP addendum.

The proposer must acknowledge receipt of any and all addenda in the proposer's Proposal Letter. The District shall not be bound by, and the proposer shall not rely on, any oral interpretation or clarification of this RFP document.

IP-3 Preparation of Proposal

Each proposal must be formatted in accordance with the requirements specified in Proposal Submittal Requirements. Accordingly, each proposal must include the Proposal Letter/Certificate of Acceptance provided with the RFP documents. The Proposal Letter/Certificate of Acceptance and any other certifications or forms that require a signature for the proposer shall be executed by an authorized signatory as described in IP-7, the instructions entitled "SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE." All Proposals shall be prepared by and at the expense of the proposer.

IP-4 Modifications and Alternative Proposals

The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations, or new provisions in their proposal as such restrictions and new provisions may be determined sufficiently significant to cause the proposal's rejection.

In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers **may** also submit alternate proposals in response to this RFP as complete **separate** offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered.

IP-5 Pre-Proposal Conference

The District may conduct a pre-proposal conference. In that event, proposers are invited to attend. Unless specifically stated in the RFP, attendance is not mandatory to be considered for award of a contract. Should the District elect not to hold a pre-proposal conference, its decision shall not relieve the potential proposer of the proposer's sole responsibility for informing itself with respect to any and all conditions as required by Instruction to Proposers IP-1, entitled EXAMINATION OF RFP DOCUMENTS.

IP-6 Addenda

The District reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Notice of the online availability of such addenda will be furnished, without additional charge, to all those who have downloaded this RFP.

If an addendum includes significant changes, the proposal submittal due date may be postponed by the number of days that the District considers appropriate for Proposers to revise their proposals. The announcement of a new due date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than five (5) working days prior to the proposal submittal due date.

Proposers shall acknowledge receipt of all addenda to the RFP documents in the proposer's Proposal Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

IP-7 Signing of Proposal and Authorization to Negotiate

All proposals submitted shall be executed by the proposer or by its authorized representative. In addition, the proposer must identify those persons authorized to negotiate on its behalf with the District in connection with this RFP.

IP-8 Withdrawal of Proposals

A proposal may be withdrawn by the proposer by means of a written request signed by the proposer or its properly authorized representative. Such written request shall be delivered to the Contract Analyst identified in the Request for Proposal Letter prior to the due date and time for submittal of proposals.

IP-9 Insurance Requirements

As part of its proposal, the proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the RFP document and shall confirm that such coverage is in full force by providing properly executed certificates of insurance. Alternatively, if the proposer will obtain the required insurance coverages prior to the District issuance of the executed contract, a letter from the proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed certificates of insurance indicating that the required coverages are in full force must then be provided to the District prior to the proposer's receipt of a fully executed contract.

IP-10 Submission of Proposal

Each proposal must be received by the District at the address shown on the Request for Proposal Letter at or before the due date and time shown in that letter. It is the Proposer's sole responsibility to ensure that its proposal is received as stipulated. The District may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

IP-11 Proposal Evaluation Process

The proposal evaluation period will close upon the completion of the District review and evaluation of proposals received. The District shall not give notice to the proposers of the close of the proposal evaluation process. A proposal not meeting the requirements set forth in this RFP may be rejected as being non-responsive and/or as reflecting a proposer who is non-responsive.

All proposals shall be evaluated for responsiveness to the requirements of the RFP and to the responsibility of the proposer. A proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP documents.

Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the contract that is to result from the procurement. Responsibility includes consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed work in a satisfactory manner. Proposers may be required to present further evidence that they have successfully performed similar work of comparable magnitude or provide other proof satisfactory to the District that they are competent to successfully perform the work.

In addition, the District reserves the right to request payment and performance bonds as the District deems appropriate.

IP-12 Debriefings

Debriefing requests must be received by the District within ten (10) calendar days after the District issues the Notice of Intent to Award. No debriefing shall take place until after the execution of the contracts that result from this procurement. Requests for debriefings must be submitted in writing. Debriefings shall be confined to a discussion of the proposer's proposal and that proposal's advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed proposer's proposal with those of other proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

IP-13 Public Records Act

Responses to this RFP shall be subject to the provisions of the California Public Records Act.

Those elements in each Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and that 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 will 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 contractors.

The proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the proposer's proposal and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

IP-14 District Rights

The District may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the services described in this RFP. Furthermore, the District reserves the right to:

1. Reject any or all of the Proposals
2. Issue subsequent RFPs for the same statement of work
3. Cancel the entire RFP
4. Remedy errors in the RFP
5. Reduce the scope of work if in the best interest and at the sole discretion of the District
6. Appoint evaluation committees to review proposals
7. Seek the assistance of technical experts to review proposals
8. Approve or disapprove the use of certain subcontractors and suppliers
9. Establish a short list of proposers eligible for discussions, clarifications, or interviews after review of written proposals
10. Negotiate with any, all, or none of the proposers
11. Solicit best and final offers from all, some, or none of the proposers
12. Award a contract to one or more (or none) of the proposers
13. Accept other than the lowest priced proposal
14. Waive informalities and irregularities in proposals
15. Award a contract without discussions or negotiations
16. Disqualify proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposers

This RFP does not commit the District to enter into a contract nor does it obligate the District to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

IP-15 District Ownership of Products

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

IP-16 Communications with the District

All communications shall be in writing. All communications regarding this RFP between potential proposers and the staff of the District (including District consultants) shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter, except for proposer questions submitted prior to the proposal due date and inquiries of the District Ethics Office.

At no time prior to the District 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. To do so may subject the proposer to disqualification.

IP-17 Disqualification of Proposers

Contractors, sub-contractors, or suppliers that do not comply with all requirements associated with the RFP documents may be found non-responsive.

Any person, firm, corporation, joint venture, partnership, or other interested party that has been compensated by the District or a by a contractor engaged by the District for assistance in preparing the RFP documents and/or any cost estimate related to this procurement shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded (unless the District obtains a waiver) from submitting a proposal in response to this RFP.

After the RFP is issued, any person, firm, corporation, joint venture/partnership, or other interested party that has discussions regarding this RFP with anyone other than the Contract Analyst may be considered to have gained an unfair competitive advantage. Said interested person may be disqualified from participating in this RFP process. Potential proposers shall adhere to current District policy governing the conduct of all contractors of the District. The current District Contractor Code of Conduct can be found at the District website: <https://www.lausd.org/ethics>

IP-18 Execution of Contract

The proposer to whom an award is made shall execute the contract within seven (7) calendar days after receiving a Notice of Intent to Award unless that timeframe requirement is waived by the District. Under no circumstances shall a contractor be entitled to payment from the District for any work begun prior to there being a fully executed contract in place. The District may require appropriate evidence that the persons executing a contract for the proposer are duly authorized to do so.

IP-19 Fingerprinting

If the nature of the work is such that the proposer and its staff will have contact with children on District school sites, that proposer will be required to comply with the fingerprinting requirements of California Education Code Section 45125.1 and as detailed in the LAUSD contract. In addition, to the extent known at the time of the proposal submittal, the proposer must include with the proposer's proposal a list of the names of staff members who may have contact with pupils during the proposer's performance of the services that are the subject of this RFP.

IP-20 Filing of Protests for Negotiated Procurements

All District procurements shall be conducted in a manner which assures that all prospective contractors 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 offeror 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 District protest procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Request for Proposal document must be filed within ten (10) calendar days after the issuance of the RFP document.

Protests relating to a recommendation for contract award must be filed by an "interested party" within five (5) business days after release to proposing firms of the Notice of Intent to Award letter.

All protests shall be filed in writing with the LAUSD Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 28th Floor, Los Angeles CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

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

The Chief Procurement Officer, or designee, shall make a determination on the protest normally within (10) working days after its 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.

IP-21 Small Business Enterprise (SBE)

Firms submitting proposals for this RFP shall be responsible for the submission of plans to utilize SBE firms as part of their proposal response per the 25% SBE goal established by the LAUSD Board of Education.

SBE credit may be gained from the utilization of SBE firms in either prime or subcontracting capacities.

Responding firms will detail, per the SBE Utilization Report, the percentage or amount of any proposal amount to be assigned to SBE firms.

For further details, please see Attachment E -Small Business Enterprise (SBE) Utilization Report.

IP-22 LAUSD Ethics Standards

The District Contractor Code of Conduct, included as Exhibit C, was adopted to enhance public trust and confidence in the integrity of the District decision-making process, and sets forth the ethical standards and requirements that all contractors and their representatives are expected to adhere to in their dealings with or on behalf of the District.

Contractors are responsible for ensuring that all their representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors are encouraged to use training resources made available by the District Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with the District.

IP-23 Mandatory Lobbying Disclosure

To promote transparency and maintain a fair and open playing field, the LAUSD Board of Education enacted an updated Lobbying Disclosure Code in 2006. The Code applies to vendors, contractors, consultants, and other outside organizations that seek to influence District decisions. If you or your organization is seeking to influence a purchasing, policy, site selection or any other District decision – you may be required to register under the Lobbying Disclosure Code.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at <https://www.lausd.org/Page/14762> (click on "Lobbying Disclosure") or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

IP-24 Pre-Award Audits

1. Definition. A pre-award audit, conducted by the District Office of the Inspector General (OIG), examines the reasonableness of a contractor's cost proposal. It may also include an examination of the contractor's internal controls, accounting and billing systems, and financial capabilities.
2. All proposers doing business with the District are subject to pre-award audits. The District Contract Administration Branch may request that the OIG perform pre-award audits on all contracts valued at over \$5 million. The Contract Administration Branch may request pre-award audits for contracts valued at \$5 million or less.

End of Instructions to Proposers

End of SECTION I

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION II

SUBMITTAL FORMS (ATTACHMENTS)

GENERAL INSTRUCTIONS

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and the Instructions to Proposers and submitted with the proposal.
- All required explanatory narratives, and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or typewritten entries is preferred on the Submittal Forms and all additionally requested information.

Failure to comply with any of the above requirements may render the proposal non-responsive.

SECTION II
Attachment A
Price Proposal

Complete this form by indicating the **Firm Fixed Price** for all proposed services and deliverables.

The price proposal shall provide itemized cost information for each element of service as outlined in the Statement of Work. Prices and rates for all services, time and materials must be fully-burdened (i.e., include tax, labor, fees, overhead, profit and other expenses).

The agreed prices and fees indicated on this form shall remain fixed for the duration of the contract.

Initial Period		Amount
Contract Year 1	7/1/2025 – 6/30/2026	
Contract Year 2	7/1/2026 – 6/30/2027	
Contract Year 3	7/1/2027 – 6/30/2028	
Initial Period Total:		

Option Period		Amount
Option Year 1	7/1/2028 – 6/30/2029	
Option Year 2	7/1/2029 – 6/30/2030	
Option Period Total:		

Period of Performance		Amount
Initial Period	7/1/2025 – 6/30/2028	
Option Period	7/1/2028 – 6/30/2030	
Grand Total:		

End of Attachment A

SECTION II
Attachment B
Proposal Letter/Certificate of Acceptance

PROPOSER _____

D-U-N-S Number (if applicable) _____

In response to the **Request for Proposal (RFP) No. 2000003942**, we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, and hereby propose to perform the Scope of Services as described in the RFP.

The undersigned acknowledges that any contract that results from the undersigned's proposal need not be exclusive. The District expressly reserves the right to contract for the performance of services such as those described herein through other contractors.

The undersigned agrees to perform the Scope of Services at the costs indicated in its Fee Schedule if its proposal is accepted within **120** days from the date specified in the RFP for receipt of proposals. The undersigned has reviewed the lobbyist registration program information included in the RFP (Exhibit D).

The undersigned has reviewed the sample contract terms and conditions included in the RFP documents and agrees to accept all such terms and conditions unless otherwise noted in the proposal response. If recommended for contract award, the undersigned agrees to execute a contract that will be prepared by the District for execution, within seven (7) calendar days following the undersigned receipt from the District of a Notification of Intent to Award. The District will fully execute the contract subject to resolution of protest filings, if any, and approval by the LAUSD Board of Education, if required.

The undersigned represents that the following person is authorized to negotiate on its behalf with the District in connection with this RFP:

(Name) (Title) (Phone)

Email Address: _____

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP documents and associated addenda. The undersigned hereby agrees that the District will not be responsible for any errors or omissions in these RFP documents and addenda.

BY:

(Signature) (Email)

(Type or Print Name) (Phone)

(Title)

(Address)

End of Attachment B

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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SECTION II

Attachment C

Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by the LAUSD Contractor Code of Conduct. 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, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

If a Contractor 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://www.lausd.org/ethics> or refer any questions to the designated contracting official. Failure to meet the LAUSD 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 bid 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 ethics and integrity standards in accordance with the LAUSD Contractor Code of Conduct 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 will need to attach a list of all known representatives who will 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 the LAUSD Contractor 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 the LAUSD ethics and integrity standards in <u>all</u> phases of any relationship with LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	Briefly describe the scope of your organization's efforts to manage for and assure ethical conduct. <i>Attach an additional sheet of paper if necessary</i> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>		
D.	By initialing here, I certify that my organization and our representatives will exercise caution at all times to ensure that our conduct avoids even the appearance of impropriety or misrepresentation. We will 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: 2px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>	

3. Contractor Responsibility (Please complete each line below):

For each “No” answer below, attach an additional sheet of paper with the heading “Contractor 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 will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will 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 bid 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 will 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 will deliver to LAUSD.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

4. Contracting Excellence (Please complete each line below):

A.	My organization and our representatives will maintain a Cone of Silence and avoid all prohibited communications with LAUSD Officials during the required times of the LAUSD contracting process. We will 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 bidders.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	My organization and our representatives will 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.	<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 participated in <u>any</u> aspect of developing the scope of work, solicitation documents, technical specifications, evaluation criteria, procurement considerations, or other contractual instruments for this contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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 <u>any</u> 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 the LAUSD gift limit.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	By initialing here, I certify that my organization and our representatives will abide by all the integrity requirements of the LAUSD contracting process. We will be cautious to avoid any actions that could be said to interfere with an open and uniform contracting process.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

5. Conflicts of Interest (Please complete each line below):

A.	My organization and our representatives will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	My organization and our representatives will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	My organization and our representatives will not make or participate in the making of LAUSD decisions when our personal financial interests can be affected.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	My organization will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	My organization and our representatives will not conduct work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	My organization and our representatives will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	My organization and our representatives will not give any gifts or personal benefits a) to any LAUSD procurement official, b) to any LAUSD official in excess of the LAUSD established gift limit, or c) to any LAUSD official without the required disclosure, if disclosure is required.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	By initialing here, I certify that my organization and our representatives will 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.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

** 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 will not compensate any current LAUSD official to lobby LAUSD, nor will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	My organization and our representatives will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	My organization and our representatives will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	My organization will ensure that any representative who is contracted to act in the capacity of an LAUSD official will 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	Briefly describe the internal safeguards your organization has put in place to preserve the LAUSD cooling period restrictions: <div style="border: 1px solid black; height: 150px; width: 100%;"></div>		
F.	By initialing here, I certify that my organization and our representatives will uphold all the provisions of the LAUSD 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.		<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>

7. Disclosure Obligations (Please complete each line below):

Disclosure of Your Representatives			
<p>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 will act on your organization’s behalf for this LAUSD contract, 2) each individual’s position title, and 3) each individual’s organizational affiliation.</p>			
Disclosure Relating to Current and Former LAUSD Officials			
<p>For each “No” answer below, attach an additional sheet of paper with the heading “Disclosure Obligations – Current & 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. <i>Note: Public agencies are exempt from this requirement and may indicate so on their attachment.</i></p>			
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
<p>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.</p>			
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 or ours who are presently employed by LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lobbying Disclosure			
E.	My organization and our representatives will not engage in any LAUSD lobbying activities without the appropriate registration and disclosure through the LAUSD Ethics Office website (https://www.lausd.org/ethics). We understand that under the LAUSD Lobbying Disclosure Code, registration is required if we are paid by a client to lobby LAUSD, or if we will 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 (Professional Services Contracts Only)			
F.	My organization and our representatives will abide by the financial disclosure requirements of the California 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
<p>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 will 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 will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: https://achieve.lausd.net/ethics.</p>			
G.	My organization and our representatives will <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 or 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 the LAUSD Conflict of Interest Code.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	By initialing here, I certify that my organization and our representatives will uphold all our public disclosure obligations with LAUSD. We understand that providing transparency helps to ensure greater accountability and public trust.	<div style="border: 1px solid black; width: 100px; height: 40px;"></div>	

To ensure your compliance with the LAUSD 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 will 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"/> Yes	<input type="checkbox"/> No
B.	My organization and our representatives will 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"/> Yes	<input type="checkbox"/> No
C.	My organization and our representatives will not submit any false claims for payment to LAUSD, and we will not make any substitution for goods, services or talent that do not meet contract specifications without prior written approval by LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	My organization and our representatives will not use LAUSD assets and resources for purposes which do not support our LAUSD work. We understand that LAUSD assets include time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	My organization and our representatives will not use LAUSD names and marks, or suggest any LAUSD endorsement in any way, without the appropriate written LAUSD approval.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	My organization and our representatives will not let any suspected violations of the LAUSD Contractor Code of Conduct go unaddressed. We understand that good faith reporting of suspected violations to the LAUSD Office of the Inspector General is encouraged.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	By initialing here, I certify that my organization and our representatives will 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 will deliver to LAUSD.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

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

End of Attachment C

SECTION II
Attachment D
California Public Records Act

The Los Angeles Unified School District (LAUSD) receives requests to obtain documents, under the California Public Records Act (California Government Code Sections 6250 to 6276.48), for bids/proposals in response to Invitation for Bids (IFB) and Request for Proposals (RFP).

Under the Public Records Act, all writings (which includes any means of recording) containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District, must be made available to any person who requests such records – unless the records are exempt from disclosure by express provision of law.

As a courtesy to our vendor partners, we are providing Bidders/Proposers the opportunity to assert any privilege for “trade secrets” (and any asserted additional exemptions or privileges that you feel apply) in advance of any formal Public Records Act request.¹

If we decline to disclose the portion of your bid based on your representations concerning trade secrets and the requester files a lawsuit against the District, we will submit the lawsuit to you to defend.

Providing a redacted copy of your proposal is optional. If you do wish to provide a redacted copy of your proposal, however, the redacted copy and the attached indemnification/certification form must be included at the time of submission of your proposal. Please note that if you do not provide a redacted copy of your proposal, the District may release the original proposal, as is, to requesters who seek those documents in the future.

Please indicate on the attached indemnification/certification form whether you do or do not wish to provide a redacted proposal to the District. If you do wish to provide a redacted proposal, please complete and sign the indemnification form, and attach that form along with your redacted copy at the time of submission.

¹ The California Civil Code defines “trade secret” as follows:

1.0 § 3426.1. Definitions

2.0 “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- (1) Derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use; and
- (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Attachment D
California Public Records Act
Certification/Indemnification Form

☐ No, I am not providing a redacted proposal to the District.

By _____
(Signature) (Print Name)

Title _____ Date _____

☐ Yes, I am providing a redacted proposal to the District. I will complete and sign the below indemnification.

_____ (vendor name) agrees to the statements outlined and by signing below hereby certifies that the document marked "Redacted Proposal" attached hereto is a true and correct identical copy of the proposal submitted by _____
(vendor name) in response to LAUSD **RFP No. 2000003942**

By signing below, _____ (vendor name) agrees to indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of the District withholding disclosure under the California Public Records Act of that portion of _____ (vendor name) response to LAUSD **RFP No. 2000003942** that is redacted.

(Vendor Name)

By _____
(Print Name)

Title _____

Date _____

SECTION II
Attachment E
Small Business Enterprise (SBE)

- A. The District encourages small business participation in all bidding and contract opportunities. In February 2003, the Board of Education established a 25% Small Business Enterprise (SBE) participation goal on all procurement activities. To reaffirm their commitment to small businesses, in October 2013, the Board established bid incentives and preferences to increase small business participation. Moreover, in October 2020, the Board expanded the small business initiative to include additional incentives for extremely small businesses, i.e., microbusinesses (MIC), that meet certain guidelines.

Bidders/proposers must detail their SBE/MIC status, and/or the SBE/MIC status of those firms included in the bid/proposal, on the SBE Utilization Report.

Firms that meet the United States Small Business Administration (SBA) size standards, have an existing certification from one of the accepted certifying government agencies listed below and/or have an existing LAUSD certification shall be considered SBE for the purpose of this program. The use of SBE partners/subcontractors will also be accepted as a response. Bidders/proposers must provide a copy of the SBE certification for their firm and/or their partners/sub-contractors.

Accepted certifying agencies:

- State of California, Department of General Services
- Metropolitan Water District of Southern California
- City of Los Angeles
- Los Angeles County Metropolitan Transportation Authority (MTA)
- Los Angeles County Department of Consumer and Business Affairs (DCBA)

Information regarding the microbusiness resolution is available here:

[Board helps veteran-owned and micro-businesses](#)

Size standards may be viewed at the SBA website at:

<https://www.sba.gov/document/support-table-size-standards>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP 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 SBE participation that the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this RFP package and include it in their RFP response. Firms that claim SBE participation and do not submit an SBE Utilization report may be determined to be non-responsive.

MONITORING/PENALTIES

The Procurement Services Division, with the support of the Los Angeles Unified School District Small Business Enterprise Unit will be responsible for monitoring the SBE program.

Please Note: If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



Attachment E

LOS ANGELES UNIFIED SCHOOL DISTRICT Small Business Enterprise (SBE) Utilization Report

The Los Angeles Unified School District encourages participation by small businesses in procurement activities. Proposers/bidders including SBE/MIC firms in their responses must execute a copy of this Report and include it with their RFP response. Firms that do not return this report may be determined to have no SBE/MIC participation. Bidders/proposers that are SBE/MIC firms shall check the first box on this form. Majority firms with SBE/MIC partners/subcontractors must list the SBE/MIC partners/subcontractors. Valid certification must be provided for all SBE/MIC firms.

Firm Name _____ RFP No. 2000003942

SBE/MIC STATUS (Check one)

☐ **Our firm(s) meet(s) the qualification for SBE/MIC status as defined in the Small Business Administration size standards and is certified by LAUSD or an accepted government agency. Attached certification(s)**

☐ **Our firm utilizes SBE/MIC subcontractors. (List SBE/MIC firms utilized, utilization percentage, and attached certification(s))**

☐ **No SBE/MIC utilization**

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

Representative _____ Title _____

Date _____ Telephone _____

SECTION II

Attachment F

Veteran-Owned Business Enterprise (VBE) **Disabled Veteran Business Enterprise (DVBE)**

- A. The District encourages participation by veteran-owned businesses in all bidding and contract opportunities. In October 2015, the Board of Education established a Disabled Veteran Business Enterprise (DVBE) participation goal of five percent (5%), with bid incentives for qualifying firms. In October 2020, the Board extended the bid preference program to include all veterans (VBE).

Bidders/proposers must detail their veteran status, and/or the status of those firms included in the bid/proposal, on the Veteran Utilization Report.

Firms must provide verification of veteran status. Valid documentation is accepted from the government agencies listed below. The use of veteran partners/subcontractors will be accepted as a response. Bidders/proposers are responsible for the verification of veteran status for any firm represented as veteran-owned in any proposal or bid. Misrepresentation of veteran status may jeopardize future contracting opportunities.

Accepted verifying agencies:

- State of California, Department of General Services (DGS)
- Department of Veterans Affairs (VA)
- U.S. General Services Administration (SAM)

Information regarding the veteran-owned small business resolution is available here: [Board helps veteran-owned and micro-businesses](#)

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFP 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 veteran participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the veteran participation proposed.
- D. Firms claiming veteran participation must execute a copy of the Veteran-Owned Business Utilization Report included in this RFP package and include it in their RFP response. Firms not submitting a Veteran Utilization Report may be determined to be non-responsive.

MONITORING/PENALTIES

The Procurement Services Division with the support of the Los Angeles Unified School District Small Business Enterprise Unit will be responsible for monitoring the VBE/DVBE program.

If any firm listed on the Veteran Utilization Report as a veteran-owned business is found not be a veteran-owned businesses, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



Attachment F

**LOS ANGELES UNIFIED SCHOOL DISTRICT
Veteran/Disabled Veteran Business Enterprise Utilization Report**

The Los Angeles Unified School District encourages participation by veteran-owned businesses in procurement activities. Proposers/ bidders including VBE/DVBE firms in their responses must execute a copy of this Report and include it with their RFP response. Firms that do not return this report may be determined to have no VBE/DVBE participation. Bidders/proposers that are VBE/DVBE firms shall check the first box on the form. Majority firms with VBE/DVBE partners/ subcontractors must list the VBE/DVBE partners/subcontractors.

Firm Name _____ RFP No. 2000003942

VBE/DVBE STATUS (Check one)

- ☐ **Our firm(s) is a VBE/DVBE certified by the California Department of General Services, the Department of Veteran Affairs, or the US General Services Administration**
- ☐ **Our firm utilizes VBE/DVBE partners or subcontractors. (*List VBE/DVBE firms utilized and the percentage*)**

- ☐ **No VBE/DVBE utilization**
- ☐ **Non-profit organization**
- ☐ **Educational institution**
- ☐ **Government agency**

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

Representative _____ Title _____

Date _____ Telephone _____



Attachment G
LOS ANGELES UNIFIED SCHOOL DISTRICT
Minority Business Enterprise (MBE)
Women Business Enterprise (WBE)
Demographics Report

RFP No. 2000003942

The Los Angeles Unified School District encourages participation by minority-owned and women-owned businesses in District procurement activities. MBE and WBE bidders/ proposers, or those firms including MBE/WBE firms in their responses, must complete this form and include it with their IFB/RFP response.

This form will be used solely for business demographics reporting.

Please check the appropriate box below if you are a minority-owned and/or women-owned business.

MBE/WBE STATUS (check all that apply)

☐ Our firm is minority-owned

☐ Our firm is women-owned

If you are not a minority and/or women-owned business, but have included a MBE/WBE firm in your response (i.e. subcontractor or partner), please check the appropriate box below and list the name of the firm(s):

☐ Our bid/proposal includes a minority-owned firm
Company Name and SAP Vendor number: _____

☐ Our bid/proposal includes a women-owned firm
Company Name and SAP Vendor number: _____

☐ No MBE/WBE Participation

By signing below, bidders/proposers represent that this is an accurate representation of their MBE/WBE status or MBE/WBE collaboration.

Business Name: _____

Name: _____ **Title:** _____

Signature: _____ **Date:** _____ **Phone:** _____

Attachment H
Client Reference Form

RFP No. 2000003942
Insurance Brokerage Services

Proposers are to initiate reference requests using this form. References must submit the completed form directly to the Contract Analyst via email at ladell.white@lausd.net. **Forms will not be accepted if submitted by Proposer.** Reference forms must be submitted prior to the closing of this RFP - **Tuesday, February 18, 2025.**

Proposer:	
Subcontractor(s)/Third Party(s):	

Reference Check General Information

Organization		Address	
Name		Phone	
Title		E-mail	
Department			

Question	Response
1. What specific service/s did the firm provide? What was the dollar value of the contract with the firm?	
2. Describe the firm's competence and professionalism.	
3. Were you generally satisfied with the firm's work? If not, why?	
4. Was work performed in accordance with the project's scope of work? Was the service provided accurately in a competent manner? If not, please indicate why.	

Question	Response
5. Describe instances wherein Proposer's work demonstrated excellent quality work.	
6. Was the work completed on time and within budget? If not, please disclose why?	
7. Were the deliverables timely provided? Was there some instance wherein some deliverables were not met? If so, was the firm terminated for default? Please explain.	
8. Do you currently have a working relationship with the firm? If no, would you rehire the firm for future work? If not, please indicate why not?	
9. Did the firm employ any efficiencies in the performance of its work to reduce costs? If yes, please cite examples.	
10. What specific value did the firm bring to your organization that would cause you to recommend this firm?	

Authorized Signature

Date

Print Name and Title

Attachment I



TO: Los Angeles Unified School District
Division of Risk Management & Insurance Services
Risk Finance & Insurance Services
333 S. Beaudry Ave., 28th Floor
Los Angeles, CA 90017

FROM: Name _____
Address: _____
City: _____
State: ___ **Zip** _____

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement (Number _____) between the **Los Angeles Unified School District ("DISTRICT")** and the individual, _____ the company or contractor named ("**VENDOR**") for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW. REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

EXEMPTIONS:

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The VENDOR and its employees will have NO CONTACT with pupils (No school-site services will be provided)
 - ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]
 - ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils (attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact) [EC 45125.2 (c) – only applicable for construction, reconstruction, rehabilitation or repair contracts]
 - ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety [EC 45125.2 (a) - only applicable for construction, reconstruction, rehabilitation or repair contracts]

Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature Printed Name Title Date

SERVICES SHALL NOT BEGIN UNTIL AFTER THE CONTRACT IS EXECUTED

Rev. 08/18/2022

SECTION III
Reference Documents (Exhibits)

Contractors selected as a result of this procurement will be subject to the terms and provisions outlined in the following documents, copies of which are included in this RFP, and as such may be modified from time to time by the District.

Minimum insurance requirements specific to this procurement
District Terms and Conditions
Contractor Code of Conduct
Lobbyist Registration
Fraud Notification

SECTION III
Exhibit A
Insurance Requirements

The Proposer shall submit with its Proposal evidence that it has or can obtain insurance prior to Contract award. The following coverages are required:

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of the Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
- \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor'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 - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required. However, Contractor must provide the District with a signed Workers' Compensation Statement attached hereto as Exhibit F.

- D. Other Required Coverages

Professional Liability – Errors & Omissions (E&O) coverage:

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation

\$1,000,000 per occurrence/ \$2,000,000 aggregate

Cyber Insurance:

\$1,000,000 per occurrence/ \$3,000,000 aggregate

- E. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above \$100,000 requires District approval.
- F. Upon execution of the contract and periodically thereafter upon request, Contractor shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/ cancellation notice provision. **The Commercial General Liability and Business Auto Liability policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Education for the City of Los Angeles as additional insured.** Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under the contract at no additional charge.

SECTION III
Exhibit B
District Terms and Conditions

The following are the LAUSD terms and conditions. Proposers are advised to read the Contract in its entirety. Any EXCEPTIONS to be taken shall be clearly noted, ~~redlined~~ and identified in the responding proposal. Unless exceptions are listed, there shall be no negotiation of these terms and conditions.

The District reserves the right to reject a firm, as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price/fees, terms and conditions, or failure of the firm to satisfy any of the final requirements necessary to do business with the District.

Sample Agreement as follows

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on Month Day, Year, between

CONTRACTOR NAME

ADDRESS

Contact Person

hereinafter referred to as the “Contractor,” and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the “District” or “LAUSD.”

WHEREAS, the District is authorized by Government Code § 53060 to contract with an independent contractor specially trained to perform special services required; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; THEREFORE, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT

This Agreement shall be from Month Day, Year through Month Day, Year.

2. OPTIONS

This Agreement includes an initial three (3) year period, and two (2) one-year options to continue services for additional periods, at the election of the District. The District may exercise the said options within thirty (30) days prior to the expiration date of the preceding authorized period by issuance of an appropriately funded unilateral modification to the Agreement citing this special contract requirement as authority.

	Period of Agreement	Not to exceed fees (\$)
Initial Period	July 1, 2019 to June 30, 2022	\$450,000
Option Year 1	July 1, 2022 to June 30, 2023	\$150,000
Option Year 2	July 1, 2023 to June 30, 2024	\$150,000
Not to exceed total fees:		\$750,000

3. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Board of Education of the Los Angeles Unified School District (“Board of Education”), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval has been obtained.

4. DUTIES OF THE CONTRACTOR shall be to provide services in accordance with **Exhibit A, Statement of Work**, which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

5. INDEPENDENT CONTRACTOR

While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

6. CONTRACT AMOUNT

6.1 The District shall pay the Contractor Fees with an initial not to exceed \$_____ exclusive of the option years in accordance with **Exhibit B, Pricing Sheet**, which is attached hereto and made a part hereof. In the event that the District will exercise both renewal options, the maximum contract value shall not exceed Fees of \$_____. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the **District Administrator** or designee.

6.2 The District will process payment within 45 days after receipt of Contractor's invoice(s) that meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. The District will not pay any late fees. Invoices must (a) reference this Agreement number and/or the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement. Contractor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the Contractor for correction. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request. Late payment of an invoice shall not constitute a breach of this Agreement.

Mail Original Invoice(s):

Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Avenue, 27th Floor
Los Angeles, CA 90017

Or Email Invoices (.pdf format) to:
invoices@lausd.net

Mail One (1) Copy of Invoice(s) to:

Los Angeles Unified School District
Strategic Enrollment & Program Planning
333 S. Beaudry Avenue, 19th Floor
Los Angeles, CA 90017

Attn: Eduardo Solórzano, Strategic
Enrollment Administrator
With Emailed copy to:
eduardo.solorzano@lausd.net

When submitting invoices, Contractor will ensure that:

- Each invoice contains a unique invoice number
- Only one invoice per PDF file is submitted (while each file may contain multiple pages)
- Supporting documents, if applicable, are added at the end of the invoice PDF file
- The invoice PDF file is clear and readable and does not contain any handwritten notations
- The invoice is on white background or white paper (with no colored paper or shaded areas)
- The invoice does not contain inverted areas (i.e., white characters on black background)
- Standard fonts are used in the invoice (no cursive, italics, etc.)

7. RIGHTS TO REPORT

The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.

8. CONFLICT OF INTEREST

Contractor understands all federal and state laws as well as all provisions of the LAUSD Contractor Code of Conduct, attached hereto as Exhibit C and made a part hereof, pertaining to conflict of interest. Contractor shall comply with the District Contractor Code of Conduct and hereby certifies on behalf of any “Representatives,” as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement or employed by the Contractor.

Contractor understands that California law governs situations in which there exists or has existed 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 Contractor, its Representatives, or the public agency.

Contractor is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering into this Agreement.

Further, Contractor has an ongoing obligation to proactively disclose any potential or actual conflict of interest through a “Meaningful Conflict Disclosure” to District and to fully cooperate in any inquiry to enable District to determine whether there is a conflict of interest and what resolution is necessary.

Failure to comply with any of these provisions shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies District may seek.

9. AUDIT AND INSPECTION OF RECORDS

Contractor shall maintain, and the District shall have the right to examine and audit, all of 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 this Agreement.

Contractor 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 offices of the District or Contractor (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 five (5) working days of a written request from the District. Contractor shall, at no cost to the District, furnish assistance for such examination/audit. Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the final agreement close-out. The rights of the District under this section shall also include access to Contractor’s offices for the purpose of interviewing Contractor’s employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. Contractor’s failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a fully executed copy of such agreements to the District upon request by the District.

10. CONFIDENTIALITY

10.1. This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any Third-Party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. As far in advance as is reasonably possible prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and

reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without written prior consent of the District.

- 10.2. At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon specific approval from the District, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.
- 10.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work under this Agreement. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a fully executed copy of such agreement to District.
- 10.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.
- 10.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.
- 10.6. Data Privacy
Under this Agreement, the District may consider Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from student education records without the consent required by 34 C.F.R. section 99.30.
 - 10.6.1. Regarding any personally identifiable information ("PII" or "District Data") from an education record that the District discloses, Contractor shall:
 - a. Not disclose the information to any other party without the consent of the parent or eligible student
 - b. Use the data for no purpose other than the work described in this Agreement
 - c. Allow the District access to any relevant records for purposes of completing authorized audits
 - d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement
 - e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement.

All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity

- f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction
- g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv)

10.6.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code § 22584 and District policy as follows:

- a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the written permission of the District
- b. Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communications over the Internet, and encrypted in transit using cryptographic protocol TLS 1.2 or greater and encrypted at rest using a key no less than 128 bits in length
- c. Contractor shall delete a student's covered information upon request of the District
- d. District Data shall not be stored outside the United States without prior written consent from the District
- e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District

11. EVALUATION

The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under California Government Code §7920.000, et seq. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

12. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

13. NON-DISCRIMINATION

The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in California Penal Code §422.55, California Education Code §220, and/or actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.

14. TERMINATION FOR CONVENIENCE

- 14.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the convenience of the District. Upon receipt of such notice, the Contractor shall:
 - a. Immediately discontinue all services affected (unless the notice directs otherwise)
 - b. Deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor
- 14.2 If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and, upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

- 14.3 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR DEFAULT

- 15.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:
- a. Immediately discontinue all services affected (unless the notice directs otherwise); and
 - b. Deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor
- 15.2 If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages caused to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor, and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.
- 15.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor 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 the prior section, Termination for Convenience.
- 15.4 The Contractor may, by written notice to the District, terminate this agreement in whole or in part because of the failure of the District to timely pay undisputed fees. Upon receipt of such notice, the District shall have 45 days to cure a non-payment default.

16. 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.

17. GOVERNING LAW AND VENUE

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California, without reference to its conflict of laws provisions. The venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.

18. ENTIRE AGREEMENT/AMENDMENT

This Agreement, all exhibits to this Agreement, the RFP and Proposal 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.

19. ORDER OF PRECEDENCE

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C, District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, Pricing Sheet; (5) Request for Proposal No. _____, issued _____ and all addenda thereto; (6) Contractor's Proposal, dated _____.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

The following certification is applicable only to contracts for \$25,000 or more which are funded by federal funds.

By signing this Agreement, the Contractor certifies that:

- a. Neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State agency, and
- b. Have not, within a three-year period preceding this Agreement's effective date, 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 contract 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.

21. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

21.1 Legal and Regulatory Compliance

At all times during the term of this Agreement, Contractor 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 ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement hold all active licenses necessary to perform such work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

21.2 Non-infringement of Intellectual Property Rights

The Work 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.

21.2 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any Third-Party.

21.3 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor 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 Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District rights to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

21.4 Americans With Disabilities Act (ADA)

Contractor 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. Contractor agrees to promptly respond to and resolve any complaint regarding 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 20 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 14, Termination for Default above.

22. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

22.1 General Indemnity

22.1.1 Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

22.1.2 Contractor agrees to defend, indemnify and hold harmless the District from any penalties, damages, taxes, costs, assessments, withholdings or other losses related to any allegation or determination that the District is the employer or joint employer of Contractor's agent, employee or subcontractor.

22.1.3 Contractor agrees to defend, indemnify, and hold harmless the District, its officers, directors, employees, agents, volunteers, and the District Board of Education from any and all damages, costs and expenses, including attorneys' fees, resulting from or arising out of any claim of harassment, discrimination or retaliation by or of Contractor's employee, agent or subcontractor.

22.2 Proprietary Rights Indemnity

Contractor shall indemnify, defend, and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 20 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any Third-Party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at the expense of the District. No settlement shall be made without notice to, and the prior written consent of, District.

22.3 Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-) VII or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

22.3.1 Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

22.3.2 Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

22.3.3 Workers' Compensation and Employers Liability Insurance covering Contractor'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 – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance but must provide a signed Workers' Compensation Statement.

22.3.4 Other coverage(s), when applicable:

- Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$2,000,000 aggregate
- Sexual Abuse and Molestation
\$1,000,000 per occurrence/ \$2,000,000 aggregate
- Cyber Insurance
\$1,000,000 per occurrence/ \$1,000,000 aggregate

22.3.5 Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above \$100,000 requires District approval.

22.3.6 Contractor, upon execution of this Agreement and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage.

22.3.7 The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and its Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Such additional insured status shall be reflected on the certificate(s) of insurance furnished to LAUSD, to which certificate(s) shall also be attached copies of the declaration(s) and/or endorsement(s) by which such additional coverage is conveyed.

22.3.8 The Contractor is required to provide LAUSD with 30 days prior written notice if the insurance afforded by any required policy is suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

23. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District premises and shall comply with District security policies and procedures if granted access to District computer or communications networks.

24. FINGERPRINTING

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

- 24.1 Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee must submit (or, in the case of a sole proprietor, the District will submit on its behalf) 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. Contractor will 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.
- 24.2 Contractor shall not permit an employee or other person requiring fingerprinting to interact 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 Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of the Contractor, its subcontractors and any of their employees or agent who are required by District to submit their fingerprints to the DOJ and who may interact with pupils has been convicted of a felony as defined in Section 45122.1.
- 24.3 Alternatively, the District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by the California Penal Code Sections 667.5 and 1192.7. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District.
- 24.4 The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

25. TUBERCULOSIS CLEARANCE

Contractor will prohibit any agent or employee of Contractor from entering a District school site until Contractor has submitted to a tuberculosis risk assessment. If tuberculosis testing is warranted, Contractor agent or employee shall not enter a school site until Contractor has received, for that agent or employee, the "certificate" described in California Education Code §49406(d), showing the agent or employee to be free from infectious tuberculosis and dated within the sixty (60) days prior to the agent's or employee's first entry onto a District school site and will require an updated "certificate" every four years thereafter while that employee is continuously employed by Contractor or that agent is continuously retained by, or otherwise represents, Contractor.

26. BUDGET CONTINGENCY

- 26.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 26.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

27. SEVERABILITY

If any section, provision, or portion of this Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, the remaining sections and provisions of this Agreement shall continue in full force and effect.

28. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS

Contractor shall comply with the "Provisions Required of Federally Funded Contracts," attached hereto as Exhibit ____ and made a part hereof.

29. NOTICES

All notices to be given, payments to be made, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement will be sent by prepaid first-class mail, by electronic mail, by fax, or hand-delivered, to the addresses set forth below. Any such notices, payments, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail, when received, if sent by electronic mail or fax, or when delivered, if delivered by hand.

To Contractor:

(Name)

(Title)

(Company)

(Address)

(Address)

Telephone:

Email:

To LAUSD:

Matthew Friedman

Chief Procurement Officer (Interim)

Los Angeles Unified School District

333 S. Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-1090

matthew.friedman@lausd.net

With a copy to: Office of General Counsel

30. WORK-BASED LEARNING PARTNERSHIP (WBLP)

- 30.1 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:
- a. The veracity of the representations made by Contractor in Contractor's Proposal
 - b. The quality of Contractor's proposed staff and
 - c. The WBLP Plan included in Contractor's Proposal
- 30.2 Except as otherwise specified herein, Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.
- 30.3 Specifically with respect to the WBLP(s), Contractor agrees to work with District Linked Learning office representatives to:
- a. Determine what aspects of the WBLP(s) will be implemented at what time
 - b. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and
 - c. Otherwise refine and finalize the WBLP
 - d. 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
 - e. Take reasonable precautions to keep WBLP participants out of harm's way
 - f. Comply with this Agreement's Equal Employment Opportunity requirements with respect to student WBLP participants as though those students were prospective Contractor employees
 - g. Refrain from using images of District WBLP participants or disclosing participant names or data without:
 - i. Prior written consent of the District WBLP Program Administrator and
 - ii. Written consent of those WBLP participants or their parents, as appropriate
- 30.4 Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:
- a. 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)
 - b. The District will share Contractor's name and information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners
 - c. The District will also identify Contractor in District documentation regarding the District's Linked Learning program
 - d. 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

- e. 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.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

DISTRICT

CONTRACTOR

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

CONTRACTOR NAME

LOS ANGELES UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION

By _____

By _____

(Print Name)

(Print Name)

Date _____

TITLE _____

Fed ID # _____

Date _____

End of Exhibit B

**SECTION III
Exhibit C****LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code Of Conduct
(Adopted: 12/00, Revisions: 11/02, 11/06)****Preamble**

The Los Angeles Unified School District Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of the LAUSD 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, voidance 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, consultants, suppliers, manufacturers, and any other vendors, bidders 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 the LAUSD mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

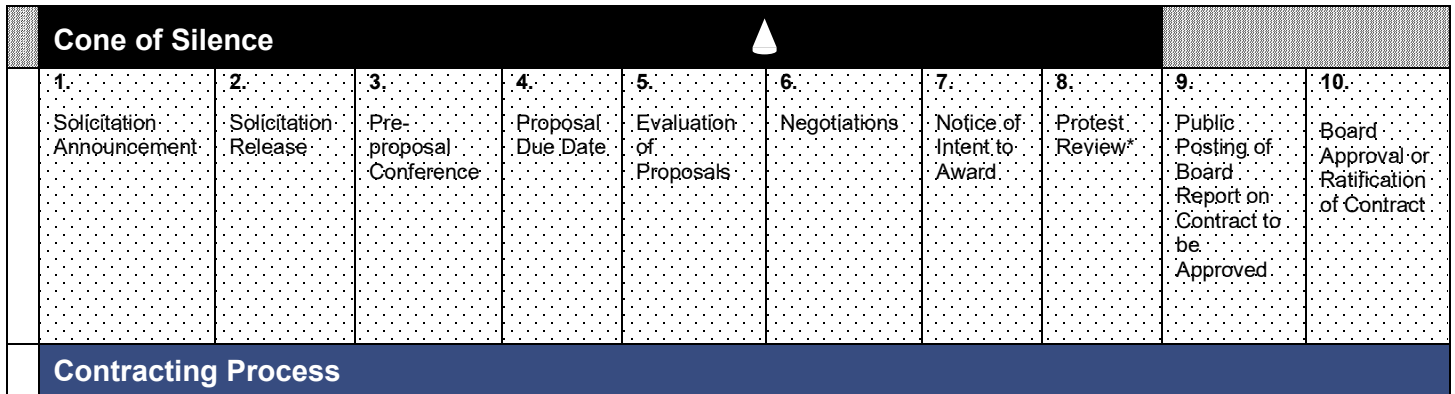
All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process 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 Bidder** – 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 bid, 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, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

Schematic of the LAUSD Competitive Contracting Process (Illustrative Only)



 *Lobbying in this period may require registration and disclosure in the LAUSD 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 bidders, 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-bid 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 designated negotiation team members
 - (v) protests which follow the process outlined by LAUSD protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to the LAUSD 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

- (3) 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 bidding on.

Mai can say “hello,” but she must not discuss her proposal or the contracting process at all with the division head.

- (4) 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 bid.

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 the LAUSD Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).

- 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 bids 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.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant 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 consultant 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 Amartya 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 consultant 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 the LAUSD website (<https://www.lausd.org/Page/3048>).
- 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 the LAUSD 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 the LAUSD Board of Education.
- E. **Respect Gift Limits** – Contractors and their Representatives shall abide by LAUSD 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 the LAUSD 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.

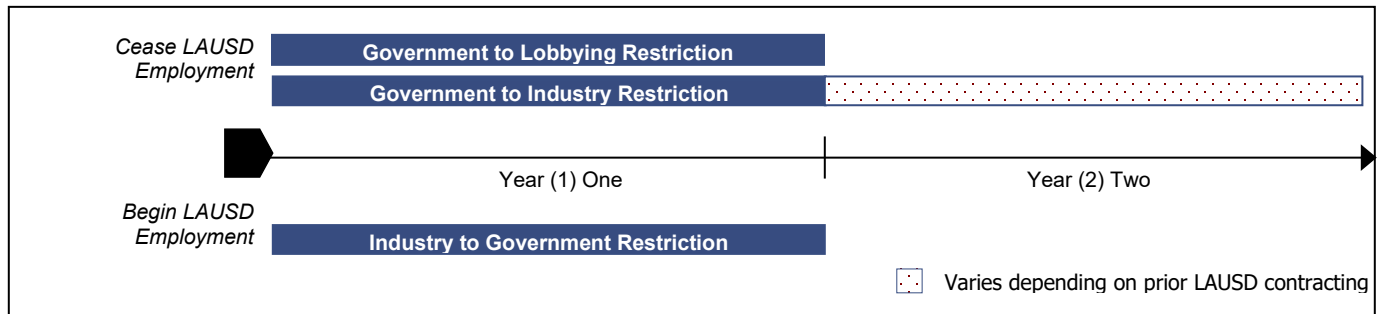
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero-tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create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

Figure 2 – Schematic of LAUSD Cooling Periods (Illustrative Only)



- (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 the LAUSD Board and management on the issue of the unfunded liability of the District.

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 the LAUSD 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 bid 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, the LAUSD 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 bid 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
 - (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)
 - 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 consultants 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, the LAUSD 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 the *LAUSD Lobbying Disclosure Code* and register and fulfill the associated requirements if they meet the trigger(s). The LAUSD lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD 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 the LAUSD lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (<https://www.lausd.org/ethics>). Failure to comply with the LAUSD 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. 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 “consultants”, 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 the *LAUSD 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 consultant 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 governmental decisions. 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 the LAUSD 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 the LAUSD 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 policies, including:*
 - (1) Providing any gifts at all to a procurement employee
 - (2) Providing any gifts in excess of the LAUSD 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 systems of control or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD 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 the LAUSD 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 persons 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 bidders*
- U. *Submitting a bid 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 bid 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 the LAUSD 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 bid 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 the LAUSD 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. The LAUSD 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 decision-making can contact the LAUSD 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.

End of Exhibit C

SECTION III
Exhibit D
Lobbyist Registration

All individuals who qualify as a “lobbyist,” as defined by the Los Angeles Unified School District (LAUSD) Lobbyist Registration Code, must register with the LAUSD Ethics Office within 10 days after the end of the month in which they qualify by:

1. Completing the lobbyist registration form
2. Paying a registration fee of \$300 per calendar year (\$225 during the last calendar quarter)
3. Securing an Authorization Letter from your employer (this only applies to in-house lobbyists) and
4. Submitting the form and payment (and Authorization Letter) to the LAUSD Ethics Office

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: <https://www.lausd.org/Page/3048> (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

SECTION III
Exhibit E
Fraud Notification



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) 241-7700** or visit <https://www.lausd.org/oig>

Exhibit F

LOS ANGELES UNIFIED SCHOOL DISTRICT
Division of Risk Management and Insurance Services
Insurance and Risk Finance Branch



Workers' Compensation Statement

(Statement on exemption from California Workers' Compensation Laws)

I, _____
(Name of Representative)

Certify that in the performance of my agreement with the Los Angeles Unified School District that

(Contractor Name)

shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the state of California.

I agree that should _____
(Contractor Name)

become subject to the Workers' Compensation Laws of the state of California during the term of the agreement, I will notify the Los Angeles Unified School District and will comply with those laws immediately.

Contractor Name: _____

Signature: _____ Date: _____

Print Name and Title: _____

Address: _____

City: _____ State, Zip Code: _____

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Phone: (213) 241-2176 • Fax: (213) 241-8993 • TTY: (213) 241-6882
<https://www.lausd.org/risk>