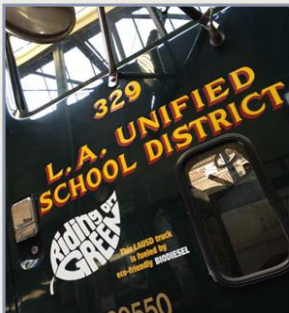




Los Angeles Unified School District

REQUEST FOR PROPOSAL (RFP) NO.: 20000 00987



GRANT WRITING AND PREPARATION SERVICES

ISSUED: February 29, 2016

Los Angeles Unified School District

Business Services Division

MICHELLE KING
Superintendent of Schools



THELMA MELÉNDEZ DE SANTA ANA, PH.D.
Chief Executive Officer/Office of Educational Services

GEORGE SILVA
Chief Procurement Officer

REQUEST FOR PROPOSAL LETTER

Date: February 29, 2016

Attention: Proposers

Subject: REQUEST FOR PROPOSAL (RFP) NO. 20000 00987 – GRANT WRITING AND PREPARATION SERVICES

The Los Angeles Unified School District (District or LAUSD) seeks proposals from qualified firms to provide **Grant Writing and Preparation Services** as outlined in the Statement of Work.

You are invited to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of contracts resulting from this procurement. The term of the contract or contracts will be five (5) years. The District reserves the right to make multiple contract awards. Funding is contingent on fiscal year availability.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be delivered by **2:00 p.m. on Thursday, March 24, 2016**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the receiving District employee.

Deliver proposals to:

LAUSD
Attn: Galen van Rensselaer, Contract Analyst
Procurement Services Division, 28th Fl.
333 S. Beaudry Ave., 28-150-01
Los Angeles CA 90017

Proposers using common carriers such as UPS, Fedex, etc., remain responsible for ensuring that the Contract Analyst has received the proposal, regardless of any signature obtained by the carrier. Due to circumstances at the District headquarters building, USPS delivery is **NOT** recommended.

Interested proposers are directed to submit:

- One (1) original hard copy of Volume I – Technical Proposal and one (1) copy on CD-R or flash drive.

- One (1) CD-ROM or flash drive copy of the Volume 1 – Technical Proposal redacted of any proprietary or trade secret information.
- One (1) original hard copy of Volume II – Certification Forms and one (1) copy on CD-R or flash drive.

A single flash drive or CD-ROM may be used for all submittals. Please use separate files for each Volume.

Print hard copy on 8 1/2" x 11" paper, single or double sided, bound with a clasp or 3-ring binder only.

Both the hard copy and the electronic version must show all required signatures. In the event of a conflict between versions the signed hard copy shall prevail.

CD/flash drive must be labeled with the Proposer's name.

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

PRE-PROPOSAL CONFERENCE

A pre-proposal conference for this RFP will not be held.

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 Fixed Unit Rate Master Services Agreement unless otherwise specified.
2. **PERIOD OF PERFORMANCE** - The period of performance is expected to be five years, commencing July 2016.
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** - 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** - Not applicable
6. **PRE-AWARD AUDIT** - All Proposers doing business with the District are subject to pre-award audits. The District's Contract Administration Branch shall request that the Office of the Inspector General (OIG) perform pre-award audits on ALL contracts valued at over \$5 million. The Contract Administration Branch may request pre-award audits for all contracts valued at \$5 million or less.
7. **EXPENSES** - Travel, if applicable, shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation, and the per diem cost of each

traveler. Travel costs shall be limited to costs authorized in advance by the District and otherwise consistent with the District's Travel Policy which is summarized in Attachment A.

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's Contractor Code of Conduct as referenced herein as Attachment 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 inquires made to the District's 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's Notice of Intent to 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.
11. **SBE COMPLIANCE** - Proposers should use their best efforts to comply with the District's Small Business Enterprises (SBE) Utilization Program's 25% goal. Proposers are required to submit the SBE Utilization Report that is in Attachment D. See Attachment D to this RFP for additional information regarding the District's SBE Utilization Program.

KEY EVENTS SCHEDULE

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

Milestone	Date
RFP Release	February 29, 2016
Pre-Proposal Conference	Not applicable
Deadline for Final Written Questions	March 10, 2016
Proposal Due Date	March 24, 2016
Contract Start Date	July 2016

PROPOSER QUESTIONS

Final questions regarding this Procurement must be received by the close of business on **March 10, 2016**. Questions shall be in writing and submitted online through the District's Vendor Website at <https://vendors.lausd.net/irj/portal>

However, if a Proposer intends to submit more than five (5) questions at one time, then the Proposer is to prepare the questions in a Word format document as an email attachment to the attention of the Contract Analyst at galen.vanrensselaer@lausd.net.

Los Angeles Unified School District

GvR

Galen van Rensselaer
Contract Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

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LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION I

EVALUATION CRITERIA

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 not meeting the requirements may be rejected as being non-responsive and/or non-responsible.

EVALUATION

Any Contract resulting from this RFP shall be awarded to that responsible & responsive firm who offers a justifiably fair and reasonable price.

Proposals shall be evaluated in the following order:

PHASE I Evaluation - Minimum Qualification Review: The District shall perform an initial responsiveness review to determine compliance to the RFP administrative requirements and the minimum qualification requirements as defined herein and notify all disqualified Proposers. Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submittal shall be deemed non-responsive to this RFP and no further consideration shall be granted.

PHASE II Evaluation – Scoring: Proposals that meet the Phase I Minimum Qualification Requirements shall be evaluated based on the Phase II evaluation criteria herein. A “competitive range” (short list) shall be established. At the option of the District, proposers that are in the “competitive range” (short list) may be invited to give clarification interview. Award, if any, shall be to the highest scored proposal(s).

BASIS OF AWARD

Any Contracts resulting from this RFP may be awarded to those responsible & responsive firms whose proposals meet the requirements of the RFP. A “competitive range” (short list) shall be established and award based on the highest scored proposer(s). The number of firms that will be selected for the bench will depend on the comparative scores obtained. The District has the right to select the number of firms for the bench.

MINIMUM QUALIFICATIONS

Proposers must meet the minimum qualifications requirements at the time of proposal submittal:

1. The Proposer must have a minimum of 3 years of experience in preparing, writing, and submitting education-related grant applications to governmental agencies or private foundations.
2. The Proposer's Grant Writer must have Bachelor of Science or Bachelor of Arts degree, preferably in communications, education, business, English, public administration or the social sciences.

EVALUATION CRITERIA

The proposer shall be evaluated on the following criteria: Points

A. Qualifications and Experience of Proposer	40
B. Project Approach.....	20
C. Price/Cost Proposal.....	30
D. Small Business Enterprise (SBE) Participation.....	5
E. Work-Based Learning Partnership (WBLP) Plan.....	5

Total: 100 points

A. Qualifications and Experience of Proposer (40 points maximum)

The firm's qualifications and experience shall be evaluated according to the following subcriteria listed below in descending order of importance.

1. Does the proposer have the background, qualifications, and experience in providing the requested services as delineated in the Statement of Work? Does the proposer have the experience in data analysis, preparation and submittal process of grants? Does the proposer have a high ratio of grants awarded to grants submitted? Does the proposer maintain professional and community relationships, and government affiliations that enhance the award of grant applications?
2. Do the key personnel have the education, experience and skills to perform the requested services?
3. Does the proposer have experience in budget development and implementation of grants?

B. Project Approach (20 points maximum)

The Proposer's project approach shall be evaluated according to the following subcriteria listed below in descending order of importance.

1. Does the proposal describe in detail how the requested services will be performed?
2. Does the proposal demonstrate a substantive understanding of the unique requirements for various types of grants?

C. Price/Cost (30 points maximum)

The Proposer's proposed labor rates shall be evaluated according to the following criteria listed below.

The Price Proposal evaluation shall cover the entire contract term, inclusive of any renewal option periods, in consideration of price realism and price reasonableness. The price realism review shall

consist of an assessment of whether a proposed price is realistic for the work to be performed and whether it is reflective of a clear understanding of the Statement of Work.

D. Small Business Enterprise Participation (5 points)

SBE participation will be evaluated for the extent to which SBE Utilization Report (**Attachment D**) is completed. Submit all applicable SBE certification documentation.

E. Work Based Learning Partnership (WBLP) Plan (5 points maximum)

The WBLP will be evaluated for the extent to which it meets the Attachment F - WBLP Commitment.

“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 District’s 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 District’s Linked Learning initiative here: <http://linkedlearning-laUSD-ca.schoolloop.com>.”

BASIS OF AWARD

Subject to the provisions herein, Contract award(s) will be made to the “highest scored” proposal(s), with the appropriate consideration given to the evaluation factors stated herein. However, the District reserves the right to make award(s) to other than the low cost Proposer(s).

END OF EVALUATION CRITERIA

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION I (Continued)

PROPOSAL SUBMITTAL REQUIREMENTS

CONTENTS OF PROPOSAL

VOLUME I

A. COVER LETTER

The cover letter is not three exceed (3) single pages and must be signed by an authorized representative of the proposing organization. The summary should cover the following:

1. Briefly summarize your understanding of the requested services.
2. Discuss the organization's specific role and present its relevant qualifications for performing that role. Identify the names, address, affiliation, e-mail, and telephone number and fax number of the key contact person(s).
3. Acknowledge acceptance of all terms and conditions of the District's Contract and insurance requirements unless otherwise noted. Exceptions cannot be taken to the RFP's Instructions to Proposers (IPs), Contractor Code of Conduct, and SBE, II-B1, and IIB-2 certifications.

If there are any exceptions, comments, and recommended modifications to the District's Sample Contract terms and conditions (Attachment B), these should be submitted in a separate appendix to the Volume I submittal.

Please use the following notation to propose specific changes to the District's terms and conditions:

- Red and underlined for inserted text
- ~~Red and strikethrough~~ for deleted text

4. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) must include a complete disclosure of any civil litigation, 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, 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.

B. QUALIFICATIONS AND EXPERIENCE OF PROPOSER

Submit a qualification statement by addressing the firm's and subcontractors and/or partners record of successful experience and technical capabilities to perform the services required by the Statement of Work. The qualification statement shall address the following:

1. Discuss your firm's background, qualifications, and experience in providing the requested services as delineated in the Statement of Work. Within the last three years, provide and discuss the type of grant, and the dollar value of the grants that were prepared, processed and submitted for grant award. Out of the grants listed, how many were successful? Discuss in detail your experience in data analysis, preparation and submittal process of grants to governmental agencies or private foundations. Describe your professional and community relationships and government affiliations that would enhance grant awards.
2. Identify the key personnel. Provide the resumes of the key personnel that will be assigned to work on this project. Describe the education, management experience, grant writing skills and accomplishments. Discuss the roles and responsibilities of each team member.
3. Discuss your experience in budget development and implementation of grants.

C. PROJECT APPROACH

1. Describe your overall comprehensive approach (data collection, narrative writing, grant preparation and submission). The project approach shall specify what is being proposed and how the work will be accomplished. Describe your overall approach to a successful grant application process.
2. Discuss your approaches to developing grant applications to different grantors, such as federal, state and philanthropic organizations, for various unique grant objectives.

D. PRICE PROPOSAL

Submit a Price Proposal to perform all services as specified in the Statement of Work (SOW). Complete the **Pricing Sheet on page 12** in its entirety. Incomplete price proposals may cause the proposal to be deemed non-responsive.

E. WORK BASED LEARNING PARTNERSHIP

Submit your WBLP commitment based on the Attachment F and provide the following items:

- Nature of WBLP,
- For which Core Component(s)
- Frequency,
- Location (District-provided or Contractor-provided),
- For each WBLP occurrence or event:
 - Duration commitment

- Number of participants permissible,
- Number of proposer staff actively involved,
- Prerequisites for eligible participants, if any
- Opportunity for participant compensation (e.g., scholarships, prizes, expenses, salary).

VOLUME II – CERTIFICATION FORMS

1. Proposer's Letter/Certification of Acceptance – Section II-B1
2. Certification of Compliance with LAUSD Ethics and Integrity Standards – Section II-B2
3. Insurance Requirements – Section II-B3 (evidence that proposer has or can obtain prior to contract award)
4. Small Business Enterprise Utilization Report – Attachment D

PRICE PROPOSAL AND INSTRUCTIONS

1. The purpose of this form is to provide a standard format by which the Proposer submits to the District a summary of unit prices suitable for detailed review and analysis.
2. In addition to the specific information required by this form, the Proposer is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:
 - a. The existing, verifiable data,
 - b. The judgmental factors applied in projecting from known data to the estimate, and
 - c. The contingencies used by the Proposer in his proposed price.

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 20000 00987
GRANT WRITING AND PREPARATION SERVICES

PRICING SHEET

Provide your fully burdened hourly rates below. The fully burdened hourly rate should include your direct labor cost, overhead, general and administrative (G&A), and profit. This is the rate that you will invoice the District. The hourly rates will remain fixed during the duration of the contract.

List all labor categories from senior position to clerical, if any, which will be part of the contract. In a separate attachment include the role that the person will fulfill.

Labor Categories	Years 1-3 (\$/hr)	Year 4 (\$/hr)	Year 5 (\$/hr)

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

FEDERAL ID #: _____

DATE: _____

END OF PROPOSAL SUBMITTAL REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

PROJECT OVERVIEW

The District seeks to contract with grant writing professionals under a Master Services Agreement to assist in receiving grants offered by federal, state and local entities, and private foundations to support its educational initiatives, policies and goals. Thousands of corporate sponsors, private and public entities in the United States give billions of dollars each year to specific educational causes. Grant writing professionals provide valuable services by conducting the research and completing the application to the specificity required to ensure funding success. The District welcomes consideration of any grant opportunities presented by its grant writers. Grants that pose interest to the District include but are not limited to the following:

- Mathematics
- Science & STEM
- Reading and Literacy
- Special Education
- Early Education
- Technology
- Social Sciences
- Arts
- Environment & Sustainability
- Health Education
- Healthy Start
- Health and Human Services
- Library and Media Centers
- Computer Literacy
- Professional Development
- Before and After School Programs
- Student Leadership
- Career Pathways
- Adult Education
- Family Services
- Sports and Recreation

RFP NO.: 1000302-152
GRANT WRITING AND PREPARATION SERVICES

SECTION I (Continued)

STATEMENT OF WORK

1.0 SCOPE

The Grant Writer prepares grant applications and supporting documentation to ensure compliance with funding requirements. The Grant Writer coordinates with department administrators to identify District projects that are compatible with available funding sources. The Grant Writer tracks the status of grant applications and provides additional information as required. The Grant Writer works with the appropriate personnel to expedite internal processing of grant proposals and maintains a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to assist in compliance and process efficiency. Depending on the complexity of the data requirements for each grant application, the Grant Writer creates and distributes standard and special reports, studies, summaries, and analyses as required by the grant application and the users.

2.0 REQUIREMENTS

Contractor (Grant Writer) shall perform the following tasks and duties:

Task 1 (Preplanning Stage) - Prepare grant applications and supporting documentation to ensure compliance with funding requirements.

- A. Review the grant application guidelines with District staff.
- B. Discuss issues and participate in meetings to advise on the project and grant application development.
- C. Prepare list of issues and concerns in relation to the specific grant application to be resolved.
- D. Request information from District staff regarding any items requiring action.
- E. Provide consultation, planning and strategizing with District staff throughout the grant process.
- F. Assist with data gathering, bid package preparation, signature retrieval, and scheduling.
- G. To the extent possible, when outside contracting is contemplated under the grant, provide for competitive sourcing to be conducted by the District.

Task 2 (Development Stage) - Assist in the scheduling of meetings and the development of timetables, proposal language, and development of the grant application.

- A. Develop timelines and the strategy to ensure timely submissions of the application.
- B. Structure work flow and execute work plan for the grant application.
- C. Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- D. Locate, identify, research, collect and analyze data as set forth in the grant application guidelines.
- E. Provide research.
- F. Develop language for both the grant application narratives and data including, if necessary, charts, tables and diagrams to illustrate data.
- G. Prepare supplemental documents required for grant application completion.
- H. Prepare grant application with all required documents including budget considerations and District staff requirements.
- I. Produce complete grant application to ensure timely submission of the grant application.

Task 3 (Completion Stage) - Bid Package preparation, delivery and tracking

- A. Prepare drafts of grant application proposals.

- B. Coordinate reviews of the draft proposal documents with District staff prior to submission of the bid package.
- C. Provide copies of the final and completed application to District staff prior to submission of the final grant application proposal.
- D. Submit to granting agency (Federal, State or local and/or private foundations) the required numbers of final grant application proposal copies in a manner to ensure meeting the prescribed deadline.
- E. Conduct follow-up to ensure receipt.

Task 4 (Follow-up Stage)

- A. Develop and maintain contacts with the funding agencies.
- B. Maintain grant records.
- C. Track existing grant's deadline, monitor status of progress reports, and seek continuation of grant funding for current programs.
- D. Assist in the development of evaluation criteria and the collection and analysis of data to measure grant program effectiveness.
- E. Prepare and submit semi-annual Status Report summarizing the number of grants applied for and either funded or denied.

3.0 PERFORMANCE REVIEW

A performance review will be conducted by the District to ensure services are performed satisfactorily by the contractor. Contractor will be notified by the District of their performance. If the review is unsatisfactory, the contractor will be required to submit a corrective action plan to address the deficiencies. If the performance is not improved, the contract will not be renewed and the option year will not be exercised.

4.0 DELIVERABLES

Item	Description	SOW Reference	Due Date	Deliver to District
1	Prepare list of issues and action items	Task 1C,1F	Upon execution of the work.	District Sponsor
2	Consultation and Strategizing	Tasks 1 D,B,E	Upon execution of the work.	District Sponsor
3	Prepare Timelines/ Work plan	Tasks 2A,B,C,D	TBD	District Sponsor
4	Identify, collect, analyze data	Tasks 2E,F	TBD	District Sponsor
5	Prepare supporting documents required within grant application.	Tasks 2G	TBD	District Sponsor
6	Develop language for narrative and present data for draft of the grant application	Tasks 2H,I	TBD	District Sponsor
7	Provide copies of the final grant application proposal and receive District approval.	Task 3A,B,C	TBD	District Sponsor

8	Ship required number of grant application and follow up to confirm receipt.	Task 3D, E	TBD	District Sponsor
9	Maintain grant records, tracking, contacts	Task 4 A,B,C,D	TBD	District Sponsor

END OF STATEMENT OF WORK

SECTION I (Continued)

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION I (Continued)

INSTRUCTIONS TO PROPOSERS

<u>INST. NO.</u>	<u>DESCRIPTION</u>
IP-1	EXAMINATION OF RFP DOCUMENTS
IP-2	INTERPRETATION OF RFP DOCUMENTS
IP-3	PREPARATION OF PROPOSAL
IP-4	MODIFICATION 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) UTILIZATION PROGRAM

IP-22 LAUSD'S ETHICS STANDARDS
IP-23 MANDATORY LOBBYING DISCLOSURE
IP-24 PRE-AWARD AUDITS

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION I (Continued)

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 District's Vendor Registration website (http://psd.lausd.net/procurement_solicitations_achieve.asp). The District's responses 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 the 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.

IP-5 PRE-PROPOSAL CONFERENCE

The District may conduct a pre-proposal conference. In that event, proposers are invited to attend. 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's 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 District's completion of its 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-responsible.

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's issuance of 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 particular 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's Ethics Office.

At no time prior to the District's Notice of Award shall proposer(s) contact other District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the proposer to disqualification.

IP-17 DISQUALIFICATION OF PROPOSERS

Contractors, subcontractors 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's website: <http://ethics.lausd.net>.

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 the District's 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 in the course of 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 Proposer whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with the District’s protest procedures.

The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Request for Proposal document and the Request for Proposal process must be filed within ten (10) calendar days after the issuance of the RFP document. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the Request for Proposal document and Request for proposal process even if a protest regarding a recommendation for contract award is filed.

Protests relating to a recommendation for contract award must be filed by an “interested party” within five (5) business days after release of the Notice of Intent to Award letter to proposing firms. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the recommendation for contract award.

All protests shall be filed in writing with the District’s Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 22nd 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 company.

The Chief Procurement Officer, or designee, shall make a determination on the protest, normally within ten (10) business days from receipt of protest. 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) UTILIZATION PROGRAM

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 District's 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 SBE Utilization Reports, the percentage or amount of any proposal amount to be assigned to SBE firms.

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

IP-22 LAUSD'S ETHICS STANDARDS

The District's Contractor Code of Conduct, included as Attachment C, was adopted to enhance public trust and confidence in the integrity of the District's 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's 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 District's 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: www.lausd.net/ethics (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's 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's Contract Administration Branch shall 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
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION II -
SUBMITTAL FORMS

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.
- 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.

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION II - CERTIFICATIONS

II-B1 - PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

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

In response to the Request for **Proposal (RFP) No. 2000000987**, 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 Statement of Work as required 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 Statement of Work at the costs indicated in its Price Proposal 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 (Attachment 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 **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 District's 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)

(Fax)

(Address)

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

Section II – Certifications
II-B2 - Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by LAUSD's 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.

PROPOSERS WHO HAVE SUBMITTED AN ETHICS CERTIFICATION TO THE DISTRICT IN RESPONSE TO AN RFP WITHIN SIX MONTHS OF THE DATE OF THIS RFP MAY RESUBMIT THAT SAME CERTIFICATION

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: www.lausd.net/ethics, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any 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'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S 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 LAUSD's 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 LAUSD's ethics and integrity standards in all phases of any relationship with LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	Describe briefly the scope of your organization's efforts to manage for and assure ethical conduct, attach an additional sheet of paper if necessary:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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.		

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.		

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 LAUSD'S 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 ANY 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 ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	<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 LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.		

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 LAUSD'S 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.		

* 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.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.		

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

Disclosure of Your Representatives			
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.			
Disclosure Relating to Current & Former LAUSD Officials			
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>			
A.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.			
C.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Lobbying Disclosure			
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE 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 (for professional services contracts only)			
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<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: www.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 OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES 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 LAUSD'S 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 LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/> 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.		

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

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

Section II-B3 - 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:

- 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
[\\$2,000,000 general aggregate](#)
[\\$2,000,000 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. Please contact the Contract Analyst via email at galen.vanrensselaer@lausd.net to obtain the Workers' Compensation Statement.

- D. Other coverage(s):

○ [Errors & Omissions \(Professional Liability\) coverage](#)

[\\$ 1,000,000 per occurrence/ \\$ 1,000,000 aggregate](#)

- E. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, deductibles and retentions above \$100,000 require the Office of Risk Management and Insurance Service's pre-approval.

- F. Contractor, upon execution of the contract and periodically thereafter upon request, 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.

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

SECTION III

ATTACHMENT A

DISTRICT TRAVEL AND EXPENSE GUIDELINES

All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

If charged to the District, all travel either to Los Angeles or from Los Angeles to other locations shall be approved in writing in advance by the District's Project Manager.

Time for travel will not be reimbursed except for travel during normal business hours.

A. Auto Mileage

Auto mileage will be reimbursed at the current Federal Government's "Federal Standard Mileage Rate", which may be found on the following Federal Government website: <http://www.irs.gov>.

B. Air Travel

Airfares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule requires immediate travel and only higher-class accommodations are available. Downgrading (exchange) of airline ticket where the Contractor receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

C. Combining Business Travel with Personal Travel

The Contractor's employees may combine personal travel with District business only if the personal travel does not increase the cost to the District. Arrangement for personal travel should be handled by the Contractor's employee. The District will not manage personal travel.

D. Air Travel Insurance

The District does not pay for air travel insurance.

E. Accommodations

The District will reimburse hotel room fees at the governmental rate. The District may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a government rate is not available.

F. Laundry

Laundry and dry cleaning charges will only be paid if a Contractor's employee is on travel for the District for a period in excess of six (6) consecutive days.

G. Entertainment

The District will not pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

H. Auto Rental

If required, the District will pay for reasonable car rental charges. The Contractor's employees are expected to request the rental of an economy car.

I. Meals

Meals will be reimbursed based on the actual cost up to a maximum of \$50.00 per day of travel. Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. The District will not pay for alcoholic beverages.

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim for the duration of the travel the current per diem found on the US General Services Administration website at www.gsa.gov.

J. Telephone Usage

The Contractor's employees shall submit documentation regarding all telephone calls charged to the District. Documentation must include the name of the party being called and the purpose of the call. The District shall allow one business call upon arrival and one call prior to departure. The District will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable unless the Contractor's employee is on travel for the District for more than three consecutive days. In this case, the cost of a call shall not exceed \$5.00 and one call is permitted every other day.

K. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever

possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Contractor's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

The Contractor's employees must fuel rental automobiles prior to turn-in as rental companies normally add a large service charge to fuel costs.

L. General Parking

The Contractor's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting District business is reimbursable.

M. Tolls and Fees

Transportation related toll charges incurred while on District business is reimbursable.

N. Baggage Handling

Baggage handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

O. Other Business Expenses

Supplies, equipment rental, reprographics, and facsimile related expenses may be reimbursed when traveling on District business. Such expenses shall be billed at cost.

P. Unallowable Expenses

The District will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, and travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc.

Q. Other Source of Information

Information not addressed herein regarding the allowability of cost reimbursement expenses is contained in the Federal Acquisition Regulations.

END OF ATTACHMENT A

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000940

LEVELED READNG COLLECTIONS

SECTION III (Continued)

ATTACHMENT B

DISTRICT TERMS AND CONDITIONS –

The following is the District's term 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 Proposers 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.

LOS ANGELES UNIFIED SCHOOL DISTRICT

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 Section 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. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved or ratified 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 or ratification has been obtained.
3. DUTIES OF THE CONTRACTOR. shall be to provide services in accordance with **Exhibit ____**, **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.

4. RESERVED.
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's 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 FEE AND FEE TRACKING

- 6.1. This is a zero-dollar based contract. The District makes no representation that any minimum amount of Services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee any minimum numbers of Orders for Services (sample form attached to this RFP as Exhibit D) under this Agreement. Further, the District does NOT represent or guarantee any minimum dollar amount of Orders for Services under this Agreement.
- 6.2. District Payment on Orders for Services shall be contingent upon acceptance of the Services and approval of the corresponding invoice(s) by the appropriate District Administrator or designee. Additional payment-related documentation shall be furnished by Contractor to the District upon request.
- 6.3. To the extent any Order for Services are placed hereunder, Contractor is not entitled to receive payment in the aggregate that exceeds \$_____.
- 6.4. Invoices must (a) reference this Agreement number and the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services date(s), and payment rate(s) consistent with the terms of this agreement.

Mail Original Invoice to:

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

Mail One (1) Copy of Invoice(s)

Los Angeles Unified School District
School name/Office
School /Office Address
Los Angeles, CA
Attention: _____, Principal/Administrator

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 LAUSD's Contractor Code of Conduct, attached hereto as Exhibit ____ and made apart hereof, pertaining to conflict of interest. Contractor 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. The 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.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, microphotographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The 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 District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The 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 copy of such agreements to the District upon request by the District.

(1)

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. 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 District's written prior consent.

- 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 District's specific approval, 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. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a 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

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 sections 22580 through 22585 (notwithstanding statute operative dates), and District policy as follows:

- 10.6.1. 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 a student's personally identifiable information ("PII") or other non-public information (e.g., metadata) to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.
- 10.6.2. 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 all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer) [or insert other encrypting mechanism] (including via web interface) [and stored at no less

than 128-bit level encryption].

10.6.3 Contractor shall delete a student's covered information upon request of 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 Government Code §6520, *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 Penal Code §422.5, Education Code §220 and 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, or any Order for Services issued pursuant to this Agreement for the District's convenience. Upon receipt of such notice, the Contractor shall:

(2) immediately discontinue all services affected (unless the notice directs otherwise); and

(3) 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:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) 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 occasioned 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 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.

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. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of 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 ____ District Contractor Code of Conduct; (3) Exhibit ____, Statement of Work; (4) Exhibit ____, Payment Schedule; (5) Request for Proposal No. ____, issued____ and all addenda thereto; and (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) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, 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. Compliance With Laws and Regulations

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 ____ 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 are properly licensed 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

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.

21.3. 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.

21.4 No Claims

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

Violation of any provision of this Section 21 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 15, Termination for Default above.

22. INDEMNIFICATION

- (c) 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

- (d) 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.
- (e) n/a
- (f) 22.1.2. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnatee(s), but shall not

apply to claims arising from the sole negligence or willful misconduct of the Indemnatee(s).

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 21 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 District's expense. 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:

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
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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.

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.

Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$1,000,000 aggregate

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

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. 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. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be 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

(g) 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's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

(h)

24. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

- 24.1. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").
- 24.2. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

- 24.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.
- 24.4. Provide a list of the names of Contractor's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.
- 24.5. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

25. BUDGET CONTINGENCY

- 25.1. 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.
- 25.2. 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.

26. STAFFING

Provider shall be solely responsible for staff providing services under this agreement. Provider certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Provider certifies that it shall provide adequate supervision of the staff and/or trainees. Provider certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Provider certifies that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis within six months of starting service at the school site.

Provider assumes full responsibility for workers' compensation insurance and for 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 Provider's staff and/or trainees providing services under this agreement.

District shall have the right to accept or reject the assignment of any Contractor personnel. District shall have the right to remove any Contractor personnel from District premises and to preclude any Contractor personnel from performing services under this Agreement. Contractor shall immediately comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

27. PARENT CONSENT FOR SERVICES

Should services coordinated by Provider include any form of medical or psychological services, including diagnostic services, treatment, or counseling, Provider shall ensure that written parent consent is obtained on a District approved form prior to providing service(s) to a minor.

28. ORDERS FOR SERVICES

- 28.1. Orders for services listed and/or described in **EXHIBIT ____**, and any related materials (including, but not limited to, textbooks, software, etc.) listed and/or described on **EXHIBIT ____** shall be placed with Contractor by District schools, Local District offices and/or other District offices pursuant to the terms and conditions of this Agreement.
- 28.2. **Any school/office interested in purchasing under this Agreement shall use the District's "SAP Shopping Cart System" to place Orders for Services, as described below. Contractor shall not provide any services under this Agreement without first receiving a written Order Form for Services (as provided herein) and the copy of purchase order. A copy of the Order form is attached hereto as EXHIBIT ____ and made a part hereof for purposes of any purchases made pursuant to this Agreement.**
- 28.3. Contractor shall not accept any Orders for Services under this Agreement after the end of the period of Agreement stated in Section 1 of this Agreement. Performance of Services and the placement of Orders for Services may not continue past that date.
- 28.4. Individual Orders for Services shall be placed by District schools and/or offices with Contractor to request performance under this Agreement at the prices provided in **EXHIBIT ____**. Contractor shall not accept any Order for Service under this Agreement that does not indicate: (1) the name and/or description of the specific Services to be provided under that Order; (2) a line-item price for each Service and the total price for all Services to be provided under that Order; and (3) specific beginning and end dates for performance under that Order. The District assumes no liability for payment of any Order for Services that does not contain the information described herein and any other information required on the Order Form.

29. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

- 29.1. Contractor represents it is fully experienced and properly qualified to perform the Services to be provided under this Agreement and that it is properly equipped, organized and financed to perform hereunder.
- 29.2. Contractor shall be solely responsible for its staff providing Services under this Agreement. Contractor certifies that staff and/or trainees providing the Services hereunder are adequately trained and prepared according to prevailing professional standards for providing such Services and that personnel providing Services are appropriately licensed and/or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees.
- 29.3. Contractor shall familiarize itself and perform all Services under this Agreement in accordance with federal, California and local (including District) law. The law may require compliance with standards applicable to the District, specifically, and/or school districts, generally, as well as municipal and public agencies, public and private utilities and special districts whose facilities and/or services may be affected by work under this Agreement. Contractor will hold harmless and indemnify the District from and against any loss, cost, liability, and expense (including attorney fees) arising out of any failure of Contractor to comply with the applicable law.
- 29.4. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect as required by California Penal Code § 11164. *et seq.*

- 29.5. Contractor certifies that all personnel providing Services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
- 29.6. Contractor certifies it shall comply with Education Code section 49406 with respect to tuberculosis testing for its personnel who will have frequent or prolonged contact with District pupils or other Contractor staff as the District may identify.
- 29.7. Contractor shall be fully responsible for identifying, securing and maintaining, at its own expense, such licenses and permits as are required by law in connection with the Services to be performed under this Agreement. Copies of such licenses and permits shall be provided immediately to the District upon request. Contractor shall notify the District immediately of any suspension, termination, lapse, non-renewal or restriction of or on any required license or permit.
- 29.8. Contractor shall obtain an Employer Identification Number from the Internal Revenue Service ("IRS") and provide the District with a duly executed IRS Form W-9. Contractor acknowledges and agrees that Contractor shall be responsible for the preparation and filing of all tax returns, declarations and schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Contractor (including, but not limited to, any of its employees) under this Agreement. The District will not withhold any employment taxes from compensation it pays Contractor. The District instead will report the amount it pays Contractor on IRS Form 1099 and/or as otherwise may be required under applicable federal, state and local law.
- 29.9. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel or subcontractors at any level assigned to or hired for the performance of Services hereunder if the District considers such removal in its best interests and directs such removal in writing to Contractor. Upon receipt of such direction by the District, Contractor shall remove the personnel or subcontractor immediately. Personnel or subcontractors removed at the direction of the District shall not perform additional Services under this Agreement at any time.
- 29.10. Contractor shall comply with each and every responsibility and certification made in this Agreement at no additional cost to the District.

30. WORK-BASED LEARNING PROGRAM (WBLP):

"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.

Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.

Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:

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);

The District will, of course, share Contractor's name, information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners;

The District will also identify Contractor in District documentation regarding the District’s Linked Learning program;

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

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.”

-DISTRICT-

-CONTRACTOR-

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

CONTRACTOR NAME

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

By _____

(Print Name)

(Print Name)

TITLE _____

Fed. I.D. #: _____

Dated _____

Dated _____

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000000987
GRANT WRITING AND PREPARATION SERVICES

MAASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

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

(i)

CONTRACTOR NAME, ADDRESS, Contact Person

(j)

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 Section 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:

31. PERIOD OF AGREEMENT. This Agreement shall be from Month Day, Year through Month Day, Year.

32. 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.

33. DUTIES OF THE CONTRACTOR. The Contractor shall provide **Grant Writing and Preparation Services** in accordance with **Exhibit A (Statement of Work or "Services")** 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.

34. 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's 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.

35. **CONTRACT AMOUNT.** The District shall pay the Contractor on a **Fixed-Unit Rate** basis in accordance with **Exhibit B, Payment Schedule**, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the District **Administrator** or designee. The District will process payment within 45 days of receipt of invoice(s) which meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. 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) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement. 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.

Mail Original Invoice to:

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

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

Los Angeles Unified School District
Attention: [WORKORDER SPONSOR]

36. **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.
37. **CONFLICT OF INTEREST.** Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as Exhibit C and made apart hereof, pertaining to conflict of interest. Contractor 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.

38. AUDIT AND INSPECTION OF RECORDS. The 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.

The 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 District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The 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 District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The 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 copy of such agreements to the District upon request by the District.

39. CONFIDENTIALITY

39.1. 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. 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 District's written prior consent.

39.2. 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 District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

39.3. 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. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.

39.4. 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.

39.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

39.6. Data Protection

Under this Agreement, the District considers 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. section 1232g and 34 C.F.R. Part 99, and California Education Code sections 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

10.6.1. In regard to any personally identifiable information ("PII" or "District Data") from an education record that the District discloses, the 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 stated 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 section 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 District's written permission.
- 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 all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption].
- 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.

40. 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 Government Code §6520, 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.

41. 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.

42. 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 Penal Code §422.5, Education Code §220 and 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.

43. TERMINATION FOR CONVENIENCE

43.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

(4) immediately discontinue all services affected (unless the notice directs otherwise); and

(5) 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.

43.2. 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.

43.3. 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.

44. TERMINATION FOR DEFAULT

44.1. 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:

(3) immediately discontinue all services affected (unless the notice directs otherwise); and

(4) 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.

44.2. 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 occasioned 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.

44.3. 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 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.

45. 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.

46. 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 conflicts of laws provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.

47. 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.

48. 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, Payment Schedule; (5) Request for Proposal No. _____, issued _____ and all addenda thereto; and (6) Contractor's Proposal, dated _____.

49. 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) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency, and
- (k) Have not, within a three-year period preceding this contract, 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.

50. 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:

50.1. Compliance With Laws and Regulations

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 are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

50.2. Non-infringement

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.

50.3. 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.

21.4 No Claims

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

Violation of any provision of this Section 21 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 15, Termination for Default above.

51. INDEMNIFICATION

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

51.1. 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. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnatee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnatee(s).

51.2. 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 21 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 District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

51.3. 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

\$_____ per occurrence/ \$_____ aggregate

- Excess/ Umbrella Liability coverage
\$_____ per occurrence/ \$_____ aggregate
- Sexual Abuse and Molestation coverage
\$_____ per occurrence/ \$_____ aggregate
- Contractor's Pollution Liability coverage
\$_____ per occurrence/ \$_____ aggregate
- Fidelity coverage
\$_____ per occurrence/ \$_____ aggregate
- Crime coverage
\$_____ per occurrence/ \$_____ aggregate
- Directors and Officers coverage
\$_____ per occurrence/ \$_____ 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 contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. 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. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be 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.

52. 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's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

53. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

53.1. Require all current and subsequent employees of Contractor who may enter a school site

during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the “CADOJ”).

- 53.2. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.
- 53.3. Certify in writing, using the District’s fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor’s employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.
- 53.4. Provide a list of the names of Contractor’s employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.
- 53.5. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District’s sole and absolute discretion.

54. BUDGET CONTINGENCY

- 54.1. 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.
- 54.2. 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.

55. Data Privacy 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 sections 22580 through 22585 (notwithstanding statute operative dates), 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 a student’s personally identifiable information (“PII”) or other non-public information (e.g., metadata) to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District’s written permission.

- 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 all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer) [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption].
- c) Contractor shall delete a student's covered information upon request of the District.

56. Single Sign On (SSO) Use of District Single Sign-on for Students and Staff.

It is the intent of the District to facilitate the log on process to all external services including online learning tools and accounts, learning management systems and the like using single sign-on (SSO). The District requires all service providers/contractors to align their product(s) to the following requirements, must comply with all federal, state and District rules and policies regarding security of data transferred for the purposes of authorization. All requirements must be met at the time of receipt of a purchase order or contract from the District.

NOTE: Vendors are reminded that protocol versions specified at the time of writing may not be current. It is the responsibility of the vendor to verify the protocol versions used are the currently available versions that support versions being used by the District.

For Authentication:

The District uses implementation of the current version of Security Assertion Mark-up Language (SAML) using the current version of Active Directory Federated Services (ADFS) for authentication. The vendor must support SAML or the current version of Lightweight Directory Access Protocol (LDAP) using the current version of Active Directory Lightweight Directory Services (ADLDS), or;

If the system is deployed on premise in the District's Data Center, the current version of Active Directory (AD), which leverages LDAP, may be used as well as SAML may be.

For Authorization:

Authorizations must support role-based management. The District currently supports the sharing of data for authorization purposes through Secure FTP (SFTP). Requests regarding any sharing of data through either method must be directed to LAUSD's Office of Data and Accountability.

The District requires data exchanged with vendors via flat file be accomplished in an automated manner using SFTP or File transfer Protocol over Secure Socket Layer (FTPS). The process must not require manual intervention by LAUSD staff in order to complete transfers. Additionally, the file must be encrypted using Pretty Good Privacy (PGP) keys. It is preferred that the vendor log into the District's Secure File Transfer (SFT) system to retrieve and upload files.

|

-DISTRICT-

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

(Print Name)

Dated _____

-CONTRACTOR-

CONTRACTOR NAME

By _____

(Print Name)

TITLE _____

Fed. I.D. #: _____

Dated _____

END OF ATTACHMENT B

**SECTION III (Continued)****ATTACHMENT C****LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code Of Conduct
(Adopted 11/02, revisions effective 11/06)****Preamble**

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

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

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, 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 LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

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

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

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

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

caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

B. *Be a Responsible 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 LAUSD's Competitive Contracting Process (Illustrative Only)

Cone of Silence ▲										
1. Solicitation Announcement	2. Solicitation Release	3. Pre-proposal Conference	4. Proposal Due Date	5. Evaluation of Proposals	6. Negotiations	7. Notice of Intent to Award	8. Protest Review*	9. Public Posting of Board Report on Contract to be Approved	10. Board Approval or Ratification of Contract	
Contracting Process										

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

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

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

- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other 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's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (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 LAUSD's 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 Amartya'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 LAUSD's website (www.lausd.net).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

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

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

4. Relationship Management

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

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

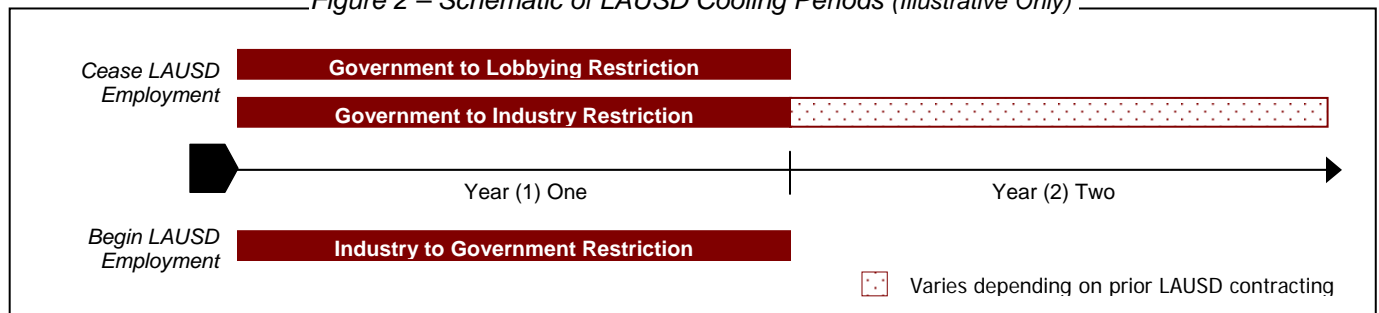
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create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

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

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

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

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 LAUSD's Board and management on the issue of the district's unfunded liability.

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

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

Example of Contracting Benefit Restriction

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

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the 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, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

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

Example of Safeguarding an Employment Offer

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

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

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a 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; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
 - Describes the official agency use and the nature and amount of the payment;
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

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

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or 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, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

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

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

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

- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "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 *LAUSD's Conflict of Interest Code*.

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

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

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

- 4) *Disqualifications* – Individuals who must file financial disclosure statements are subject to the

requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

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

Maria would be considered a 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’s governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

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

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

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

6. Prohibited Activities

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

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- D. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- E. *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*
- F. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- G. *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*
- H. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- I. *Making or arranging for any gift(s) or gratuities that violate LAUSD’s policies, including:*
 - (1) *Providing any gifts at all to a procurement employee;*

- (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
- (3) Providing gifts without the necessary public disclosure when disclosure is required
- J. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- K. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- L. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- M. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- N. *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*
- O. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- P. *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.
- Q. *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 LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

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

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any 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 LAUSD's Debarment Policy.

9. Future Code Updates

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

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

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

10. Severability

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

END OF ATTACHMENT C

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

ATTACHMENT D

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/ proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.

Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities.

Size standards may be viewed at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/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 which 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 IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

The Procurement Services Group will be responsible for monitoring the SBE program,

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.



LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000987

GRANT WRITING AND PREPARATION SERVICES

**SMALL BUSINESS ENTERPRISE PROGRAM
SBE UTILIZATION REPORT**

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at: <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

Firm Name _____

SBE STATUS (check one)

- ☐ **Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.**
- ☐ **Our firm utilizes SBE subcontractors. (List SBE firms utilized and the percentage)**

- ☐ **Our firm participates in a Federal agency small business utilization program. (Attach report)**
- ☐ **No SBE utilization**
- ☐ **Non-profit organization**
- ☐ **Educational institution**
- ☐ **Government agency**

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

Representative _____

Title _____

Date _____

Telephone _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

ATTACHMENT E

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 District’s 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: www.lausd.net/ethics (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to

Work-based Learning Partnership (WBLP) Commitment

Attachment F

EVALUATION CRITERIA

Note that the Core Components are listed in sequence reflecting increasingly substantive experiences intended to build on the knowledge and skills obtained by the participants in experiences received relating to the previous Core Components. The evaluation criteria follow the intensity of the sequence of the Core Components. Proposals may propose Work-based Learning Partnerships for one or more of the Core Components and will receive a cumulative score that is the sum of the average score given the proposal for each Core Component with respect to which a WBLP is offered. To clarify, by way of example, a proposal that offers both a Career Awareness opportunity and a Career Preparation opportunity will be entitled to receive a maximum of 8 points.

Proposers may note that the District will determine whether and, if so, to what extent, it will implement a WBLP. In making its determination, the District will consider the needs of its students and resources of its schools.

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
1	Career Awareness Build awareness of the variety of careers available and begin identifying areas of interest <i>(Further defined here on P. 5: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</i> Possible experiences: <ul style="list-style-type: none"> • Workplace Tour • Guest Speaker • Career Fair • Connect Schools to Resources, Programs, and/or Funder 	Likely to introduce variety of occupations	<i>Has as its primary purpose building awareness of the variety of careers available in the proposer's industry sector, understanding the postsecondary education related to them, and beginning to identify areas of career interest</i>	<ul style="list-style-type: none"> • WBLP Plan 	.5 (.50 of 5 max)

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
2	Career Exploration Explore career options to provide motivation and inform decision-making (Further defined here on P. 9: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf) Experiences may include: <ul style="list-style-type: none"> • Informational Interview • Job Shadow • Participate in Industry Themed Class Project • Virtual Exchange with School • Judge Student Competitions • Provide schools with goods and/or funds 	Number of experiences offered	<i>Number of professionals X number of hours (per professional) X [HANDICAP], where Handicap is calculated as follows:</i> a. Handicap of 3 for 1-100 employees, b. 2 for 101 to 500 employees and c. 1 for 501 and above] <i>Where each \$200 of funds or value of goods donated, equates to one hour of time.</i> <i>For scoring, products of the above calculation that fall within the indicated range yield the number of points shown below:</i> <ul style="list-style-type: none"> • Product of 0 = 0 Points • >0 to 10 = 1 Point • >10 to 100 = 2 • >100 to 500 = 3 • >500 = 4 	<ul style="list-style-type: none"> • WBLP Plan 	1 (1.0 of 5 max)
3	Career Preparation Practical experience and interaction with professionals to extend and deepen classroom work and support the development of college- and career-readiness knowledge and skills (Further defined here on Pp. 12-13: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf) Experiences may include: <ul style="list-style-type: none"> • Mentoring • Involvement in student-run enterprises • Virtual enterprise or other extended 	Alignment to academic learning objectives & 21st century skills	<i>Supports the development of work-readiness skills, including collaboration, communication, critical thinking, and problem-solving as relate to the proposer's industry sector</i>	<ul style="list-style-type: none"> • WBLP Plan 	1.5 (1.5 of 5 max)

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
	<p>online interactions</p> <ul style="list-style-type: none"> • Participation in service learning enterprises • Participation in mock interviews 				
4	<p>Career Training Training for employment in a specific field and range of occupations <i>(Further defined here on P. 17: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</i></p> <p>Experiences may include:</p> <ul style="list-style-type: none"> • Internship • Apprenticeship • Clinical experience • On-the-job training • Industry Experience • Teacher Externships 	<p>Extent to which plan provides a sustained experience within an occupational setting</p>	<p><i>Provides opportunities for deeper learning and skill-mastery, hands-on experience, attainment of certifications, or other entry-level requirements of the profession</i></p>	<ul style="list-style-type: none"> • WBLP Plan 	<p>2 (2.0 of 5 max)</p>
<p align="right">AGGREGATE TOTAL POSSIBLE POINTS (Maximum Points = 5): _____</p>					

END OF SECTION III